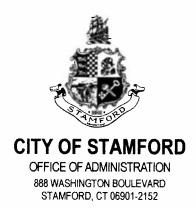
MAYOR MICHAEL A. PAVIA



DIRECTOR
OFFICE OF POLICY & MANAGEMENT
PURCHASING AGENT
PETER F. PRIVITERA
Phone: (203) 977-4317
FAX: (203) 977-5253
Email:pprivitera@cl.stamford.ct.us

(203) 977-5253 FAX

REQUEST FOR PROPOSAL No. 609 FOR

CUMMINGS PARK AND WEST BEACH MASTER PLAN AND DESIGN SERVICES

PROPOSALS DUE:	MARCH 14, 2013 @ 4:00 P.M.			
SUBMIT TO:	CITY OF STAMFORD 888 WASHINGTON BOULEVARD			
	STAMFORD, CT 06904-2152			
ATTENTION:	PETER PRIVITERA			
	PURCHASING AGENT			
ALL QUERIES REGARDING THIS RFQ MUST BE ADDRESSED TO:	BEVERLY AVENI AT			
THIS RTQ MUST BE ADDRESSED TO:	(203) 977-4107 OR baveni@ci.stamford.ct.us			
MANDATORY PRE-PROPOSAL	FEBRUARY 19, 2013 @ 10:00 A.M.,			
WALK THROUGH:	BEGINNING AT CUMMINGS PARK			
	(MEET IN THE PARKING LOT OF THE CUMMINGS PARK MARINA –			
	ENTRANCE IS OFF OF SHIPPAN			
	AVENUE – BETWEEN PARK STREET AND SEAVIEW AVENUE).			

6

Date Issued: 2/1/2013

NUMBER OF COPIES REQUIRED:



CITY OF STAMFORD, CONNECTICUT

IMPORTANT

<u>Caution</u>: The competitive bid/proposal process requires that the City of Stamford provide all competitors with equal and timely access to information. To enhance our capabilities, the Purchasing Department is providing bid information over the Internet. You may use this application provided you agree with the following understandings:

- 1. The City cannot guarantee that the equipment involved in this technology will be available to provide information or receive transmittals. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU HAVE CURRENT INFORMATION AND THAT QUOTATIONS ARE RECEIVED AT THE DESIGNATED LOCATION, COMPLETE AND ON TIME.
- 2. The City is not responsible for the confidentiality of information transmitted over the Internet.
- 3. The City makes no guarantee as to the completeness or accuracy of downloaded "Requests for Bid", "Requests for Proposal" or "Request for Qualification".
- 4. Bids/Proposals must be received in hard copy in the Purchasing Department by the due date and time in order to be considered. Please be advised that the Purchasing Department does not accept bids or proposals by email or fax. More Information: (203) 977-4108, (203) 977-4107 or (203) 977-4994.



CITY OF STAMFORD, CONNECTICUT

NOTE

1. EFFECTIVE JANUARY 2, 2009 THE PURCHASING DEPART-MENT IS REQUESTING THAT YOU IDENTIFY CLEARLY, WITH A 'TAB/STICKER', YOUR FEE PROPOSAL SHEET(S), AS WELL AS YOUR BID BOND PAGES, IF APPLICABLE.

Effective: 1/2/09

Non-Collusion Certification - RFP/RFQ

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

- The prices in this Proposal have been arrived at independently
 without collusion, consultation, communication, or agreement with
 any other Proposer or with a competitor for the purpose of
 restricting competition.
- 2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
- 3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

EFFECTIVE: 12/8/05

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

- 1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
- 2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
- 3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

	Name of Proposer	
	Ву:	
,	Print Name:	
	Title:	
	<u>ACKNO</u>	WLEDGMENT
STATE OF	:	
COUNTY OF	S.S.	: Date:
Personally ap of the above named to accurate to the best of	opeared firm, and attested that of his/her knowledge	t the foregoing statements are true and and belief.
EFFECTIVE: 12/8/	05	Notary Public My Commission Expires:

Mayor MICHAEL A. PAVIA



CITY OF STAMFORD

OFFICE OF POLICY & MANAGEMENT

888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/1/09)

DIRECTOR
OFFICE OF POLICY & MANAGEMENT

PURCHASING AGENT

PETER F. PRIVITERA

Phone: (203) 977-4317 FAX: (203) 977-5253 Email: pprivitera@ci.stamford.ct.us

EQUAL EMPLOYMENT OPPORTUNITY

1. <u>Notification to Bidders</u>

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

(e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

2. Non-Discrimination

- (a) The contractor agrees and warrants that in the performance of the contract, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;
- (c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Mayor MICHAEL A. PAVIA



CITY OF STAMFORD OFFICE OF POLICY & MANAGEMENT

888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CONNECTICUT 06904-2152
(Rev. 12/1/09)

DIRECTOR
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PURCHASING AGENT

PETER F. PRIVITERA

Phone: (203) 977-4317

FAX: (203) 977-5253

Email: pprivitera@ci.stamford.ct.us

GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

PLEASE NOTE: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY BASED UPON THE PARTICULARS OF THE SPECIFIC BID/RFP PACKAGE.

AGREEMENT

, 2007, by THIS AGREEMENT dated the day of and between the CITY OF STAMFORD, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by Michael A. Pavia, its Mayor, hereunto duly authorized, and

hereinafter referred to as the "Consultant", acting herein by duly authorized.

WITNESSETH

WHEREAS, the City of Stamford solicited Request for ; and, for Proposals #

WHEREAS, the Consultant has responded to the City by submitting a Response to the Request for Proposal; and,

WHEREAS, the City has accepted the Consultant's Proposal for said work, pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the City's Request for Proposal , attached hereto as Exhibit A and made a part hereof; and (b) the Consultant's Proposal, Exhibit B attached hereto and incorporated herein.
- The City shall pay as compensation to 2. COMPENSATION. the Consultant a fee of

- 3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Consultant fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Consultant's breach of this Agreement.
- 4. REVIEW OF WORK. The Consultant will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.
- 5. INDEMNIFICATION. The Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Consultant or loss of or damage to property, resulting directly or indirectly from the Consultant's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Consultants and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Consultant's obligation to indemnify the City, the Consultant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Consultant by the City and continues at all times thereafter.

The Consultant shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Consultant's performance of this Agreement.

- 6. ASSIGNMENT. The Consultant shall not assign, subcontract, or transfer any portion of the work set forth herein without the prior written approval of the City.
- 7. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.
- 8. INSURANCE. The Consultant shall provide and pay for such insurance as is set forth in Exhibit A Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.
- 9. REPRESENTATION. The Consultant represents that it is an expert in relation to the work to be performed under this Agreement. The Consultant further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.
- 10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Consultant's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.
- 11. NON-APPROPRIATION. Consultant acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Consultant.
- 12. SUBCONTRACTING. The Consultant is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subConsultants proposed to be used by the Consultant. An agreement made in

violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Consultant agrees to supply the City with the names and addresses of all subConsultants to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

- 13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Consultant that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at www.municode.com
- 14. COMPLIANCE WITH CITY CODE PROVISIONS. The Consultant shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Consultant. The provisions of the City Code can be found at www.municode.com
- TERMINATION FOR CAUSE. If, through Α. 15. TERMINATION. any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such In that event, all finished or unfinished termination. reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant and/or its subConsultants under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. City shall effect such termination by giving written notice termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed employee of their Boards, elected official or Agencies or Authorities. Commissions, Departments, references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

IN WITNESS WHEREOF, the parties have hereunto set their
hands and seals the day and year first above written.
Signed, sealed and delivered
in the presence of:

CITY OF STAMFORD Peter Privitera Michael A. Pavia Purchasing Agent Mayor Date:_____ Date:_____ THE CONSULTANT By____ Witness Date:____ Approved as to Form: Approved as to Insurance: B. Rosenberg A. M. Mones Asst. Corp. Counsel Risk Manager Date: Date:_____

REVISED:12/1/09



THE CITY OF STAMFORD

REQUEST FOR PROPOSALS FOR (RFP No. 609)

CUMMINGS PARK AND WEST BEACH MASTER PLAN AND DESIGN SERVICES

CITY OF STAMFORD
OFFICE OF OPERATIONS – LAND USE BUREAU
888 WASHINGTON BOULEVARD
STAMFORD, CT 06901

Introduction

This Request for Proposals (RFP) is to seek an experienced multi-disciplinary team consisting of Landscape Architects, Architects, Civil Engineers, Structural Engineers, Geotechnical Engineers, Coastal Engineers, Environmental Engineers, Menchanical/Electrical/Plumbing (MEP) Engineers, and Surveyors to provide complete design services to create a master plan for Cummings Park, West Beach, and Cummings Park Marina. The firm must have experience in large, urban, multi-use recreational facility design and development, marina design and development, and expertise in public engagement.

The words "contractor," "firm," "proposer," "offeror," 'designer," and "consultant" are used interchangeably in this RFP.

Located on the southern end of Stamford, Cummings Park is 79 acres and West Beach is 26 acres. While there is a small neighborhood between them, they are connected by the Cummings Park Marina.

Issuing Office

This RFP is being issued by the Purchasing Department of the City of Stamford on behalf of the Land Use Bureau, hereinafter referred to as the "City." The issuing officer is the Purchasing Agent or his designee.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Erin McKenna
Associate Planner
Land Use Bureau
City of Stamford
Government Center
888 Washington Boulevard
Stamford, CT 06901
203-977-4715
emckenna@ci.stamford.ct.us

The deadline for submitting questions related to this RFP is Tuesday, February 26, 2013. Responses to all questions will be furnished through a formal addendum following the closing date listed herein.

Incurring Cost

The City of Stamford will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

Rejection/Acceptance of Proposals

The City of Stamford reserves the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract with any firm, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the City of Stamford. The City of Stamford reserves the right to contract with any firm for any reason.

Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

Submission of Proposals

Each proposer must submit one original and five (5) copies of the proposal in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the proposal is submitted and the date and time the proposal is due to:

Beverly Aveni
Buyer
City of Stamford
Purchasing Department
888 Washington Boulevard
Stamford, CT 06901
Attn: Cummings Park and West Beach
Master Plan and Design Services

These proposals must be received by the City no later than Thursday, March 14, 2013, at 4:00 p.m. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as qualified RFP submission.

PLEASE NOTE THAT A MANDATORY PRE-PROPOSAL WALK THROUGH IS SCHEDULED FOR TUESDAY, FEBRUARY 19, 2013, AT 10:00 A.M., BEGINNING AT CUMMINGS PARK (MEET IN THE PARKING LOT OF THE CUMMINGS PARK MARINA – ENTRANCE IS OFF OF SHIPPAN AVENUE – BETWEEN PARK STREET AND SEAVIEW AVENUE).

Proprietary Information

The City of Stamford will not disclose any portion of the proposals except to members of the proposal evaluation team prior to contract award. The City of Stamford retains the right to disclose the name of the successful proposer, the financial considerations and any other information in the proposal that is pertinent to the selection of the proposer.

Independent Project Cost Determination and Gratuities

By submission of a proposal, the proposer certifies that in connection with its procurement:

The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.

The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date at the City of Stamford of this offer.

Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.

No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restrictive competition.

No elected official or appointed official or employee of the City of Stamford shall benefit financially or materially from this contract.

Prime Project Responsibility

Consultants responding to this RFP must clearly explain and identify, in detail, which company will be the lead party. It must be clearly understood that the lead party will enter into a contract with the City of Stamford. All other parties will be considered subcontractors or sub consultants to the lead party. Regardless of which consultant performs the work, the lead party is ultimately responsible for the performance of all contract work.

Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the City of Stamford for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

Termination for Default or for the Convenience of the Contracting Agency

Performance under any contract resulting from this RFP may be terminated by the City of Stamford whenever: the Consultant, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or, the contracting office shall determine that termination is in the best interest of the City of Stamford.

Termination will be effected by delivery to the Consultant of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the Consultant shall:

- Stop all work;
- Assign to the City of Stamford all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Stamford all completed work and work in progress, including electronic files;

 Preserve and protect, until delivery to the City of Stamford, all materials, plans, and documents related to this contract, which, if the contract had been completed, would have been furnished to the City of Stamford or necessary for the completion of the work.

Ambiguity in the Request for Proposals (RFP)

Prior to submitting the proposal, the contractor is responsible to bring to the City's attention any ambiguity in this RFP. Failure to do so shall result in the contractor forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent contractor.

In the event of any ambiguity between the City's RFP and the proposer's proposal, then whatever shall be more favorable to the City of Stamford as determined in the sole discretion of the City shall prevail and take precedence.

Ownership Information

The City of Stamford shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information developed, derived, documented or furnished by the proposer under any contract resulting from this RFP.

In the event of contract award, all data collected and other documentation produced as part of the contract will become the exclusive property of the City of Stamford and may not be copied or removed by any employee of the proposer without written permission of the City of Stamford.

News releases, articles, brochures, prepared speeches and other information releases developed under this contract agreement or any subsequent contract or activity related thereto may not be made without the prior written approval of the City of Stamford.

Prime Consultant Responsibility

Vendors submitting proposals to this RFP may utilize the services of sub-consultants. If sub-consultants or partners are planned to be used, this should be clearly explained and identified in the proposal along with the qualifications of such individuals. The relationship to any "parent firm" or subsidiary firm, with any of the parties concerned, must also be clearly defined.

All key personnel must be identified by name and title in a project organization chart. The key personnel identified on the organization chart must provide a resume indicating the experience of that person.

Consultant and sub-consultant firms must be professionally registered to conduct their business in the State of Connecticut. The prime Respondent will be responsible for the entire contract performance whether or not sub-consultant or partner is to perform. All corporate information required in this RFP must be included for each proposed sub-consultant or partner. Under this RFP, the City of Stamford retains the right to approve all sub-consultants.

Key Personnel

The personnel and commitments identified on any Respondent's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the Respondent must notify the City of Stamford fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The selected Consultant will make no deviation without the prior written consent of the City of Stamford. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the selected Consultant, who in the sole opinion of the City of Stamford is unacceptable, shall be removed from the project pursuant to the request of the City of Stamford. The Consultant will have fourteen (14) calendar days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Stamford Land Use Bureau.

The City shall have the right to reject or terminate any of the staff provided by the Consultant with 24 hour notice, and the Consultant shall be able to provide immediate, temporary replacement and within 30 days, provide permanent replacement.

Negotiated Changes

In the event negotiated changes occur after the awarding of the contract, any policies called for in the original contract will remain in effect. Additional services shall be negotiated prior to their performance or acceptance by the City of Stamford Land Use Bureau. A formal executed change order issued by the City of Stamford shall be the only authorization to proceed.

Contract Agreement

The selected proposer will be required to agree to and sign a formal written contract agreement between the City of Stamford and the proposer prepared by the Law Department of the City of Stamford.

Payment

The Consultant may bill the City of Stamford based on submission of monthly invoices in a format acceptable to the City of Stamford Land Use Bureau. Invoices shall be based upon the percentage of the design completed during the billing cycle, and qualifying direct costs (with appropriate back-up documentation: time sheets, sub-contractor invoicing, etc.) accepted by the City of Stamford Land Use Bureau.

Performance Warranty

Notwithstanding prior acceptance by the City of Stamford of any deliverables under any contract resulting from this RFP, the Consultant expressly warrants for one (1) year from the date the City of Stamford accepts completion of the contract, against all errors, omissions and design deficiencies, all delivered documentation, reports and other items as properly functioning and in compliance with the terms of the contract. Consultants will be required to correct all errors, omissions and design deficiencies within two (2)

weeks of notification by the City of Stamford of same, or such longer periods as may be necessary using all diligence and dispatch as agreed upon by the City and the Consultant. If the Consultant fails to repair an identified error, omission, deficiency or defect within such period, then the City of Stamford may, at its option, correct it and the Consultant will be required to reimburse the City of Stamford for all costs incurred.

Insurance Requirements

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the City of Stamford. See attached insurance requirements.

Competition Intended

It is the City's intent that this RFP permit competition. It shall be the proposer's responsibility to advise the City in writing if any language, requirement, scope, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the City not later than seven (7) days prior to the date set for acceptance of proposals.

Tax Exempt

The City of Stamford is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price.

Scope of Services

General Information

Located on the southern end of Stamford, Cummings Park is 79 acres and West Beach is 26 acres. While there is a small neighborhood between them, they are connected by the Cummings Marina.

Together, the two parks include two beaches, a pond, six ball fields, two side-by-side soccer fields, six tennis courts (all resurfaced in summer 2012), a basketball court, a restroom building next to the basketball court, a pavilion with rest rooms, concession buildings, among other amenities. The Cummings Marina is one of three in Stamford. The Czescik Marina is about ½ mile west of the Cummings Marina, and the Cove Marina is about one mile east of it.

Rebuilding the Cummings pavilion, and possibly relocating and including the Cummings concession buildings there with the pavilion, is the number one priority. "Phase 1" renovations (area outlined in the attached Appendix) include repaving of all parking areas, reconstruction of the pavilion and concession buildings, and other features determined as a result of the design process.

Other predetermined projects identified by Parks personnel are bringing the restrooms next to the tennis courts (located in Cummings Park) up to ADA compliance and re-aligning the two softball fields on the east side of Cummings Park and lighting them.

Both beaches suffered significant damage during Hurricane Sandy in October 2012. Any design (and landscaping concepts) should incorporate resiliency to climate change and associated severe weather events, particularly for any structures along the coast and at the entrance of the marina. In addition, a beach reinforcement planning study is requested for the parks. The City seeks recommendations for natural and/or engineered techniques to further improve resiliency to severe storms.

Design services for a master plan for the parks and marina include, but are not limited to, the following:

- A-2 survey of the Phase 1 area above the mean high tide line (proposer will also be asked to provide an estimate for a full A-2 survey of the parks and marina above the mean high tide line);
- Comparison of the 1997 Master Plan with current needs assessment;
- Conceptual master plan design for Cummings Park and West Beach that includes parking area and roadway improvements, trails, re-alignment of the two softball fields on the east side of Cummings Park, lighting improvements, site furnishings, and landscaping;
- Phasing analysis and cost estimates for each phase for Cummings Park and West Beach renovations;
- Planning study of drainage for Cummings Park and West Beach;
- Construction documents for replacement of the pavilion, concession building, and all other renovations included in Phase 1;
- Construction documents for upgrades to the existing restroom building (in Cummings Park, next to the basketball court) to meet current ADA requirements;
- Construction documents for realignment of softball fields on the east side of Cummings Park, including lighting plan;
- Planning study for beach reinforcement and resiliency for both parks;
- Cummings Marina concept plan much of the Cummings marina was rendered unusable after Hurricane Sandy in October 2012. With reference to existing studies on the marina conducted by the City, create a concept plan that considers the current capacity of all three Stamford marinas in order to assess optimal number of large and small boat slips, determine associated parking demand, and provide a complete financial viability study on the boat slip fee structure;
- Cummings Marina evaluation with reference to existing studies, determine required electrical upgrades, dock repairs and replacements; evaluate pilings for deterioration and compliance with regulations; determine extent of dredging required; and ensure eligibility of all renovations for marina insurance;
- Cummings Marina cost estimate for all renovations associated with the marina concept plan and evaluation;
- Evaluation of maintenance needs and staffing for each completed phase.

Purpose

The City of Stamford requires the services of a design team to create a master plan for Cummings Park, West Beach, and Cummings Park Marina. The intent of this Project Scope is to solicit proposals from multi-disciplinary teams consisting of Landscape Architects, Architects, Civil Engineers, Structural Engineers,

Geotechnical Engineers, Coastal Engineers, Environmental Engineers, Mechanical/Electrical/Plumbing (MEP) Engineers, and surveyors to provide complete design services necessary to execute a vision for the parks and the marina, and the construction of select proposed improvements.

Project Site

The project site consists of approximately 105 acres of park land in addition to the marina, located at the southern end of Stamford adjacent to the Shippan and Cove neighborhoods. Cummings Park is 79 acres and West Beach is 26 acres. The Cummings Park Marina is roughly 18 acres, and before Hurricane Sandy there were 135 boat slips. There are about 30 usable boat slips remaining.

Project Description

The Project is the provision of design services for a master plan for Cummings Park, West Beach, and Cummings Park Marina. A concept plan for both parks shall include parking, roadway, and trail improvements; landscaping; lighting; site furnishings; and other improvements identified during three public design meetings. Included also will be construction documents for replacement of the pavilion and concession building, and all elements included in a Phase 1 renovation; the restrooms next to the tennis courts in Cummings Park; and realignment of softball fields on the east side of Cummings Park. Planning studies shall be completed of drainage, and of beach reinforcement and resiliency for both parks. And a concept design, evaluation, and cost estimate shall be completed for the marina. The improvements must meet all health, land use (e.g. Coastal Area Management permit), building code, and any other regulatory requirements of the jurisdiction.

The Project Manager for the master plan and design process is the Land Use Bureau of the City of Stamford. The chosen Consultant will direct all communications to the Land Use Bureau and will consult with them where direction is required on issues that will affect the outcome of the project. The project manager for the construction phase will be the Engineering Bureau.

Consultant Responsibilities

The Consultant and his/her team shall be responsible for the overall design, and construction administration services for the project. The time period shall include architectural and engineering services from start of design through construction.

The Consultant shall perform all tasks, functions, and operations including, but not limited to:

(Omissions do not negate consultant's obligation to perform any task necessary to complete the design.)

- Meet with the City representatives to review design and development goals with regard to the project once a month for 12 months;
- Conduct three evening public design meetings;
- Complete all surveying and design services outlined in Section 2.1;
- Prepare construction documents using Autocad Release 14, or higher;

- Provide plans and specifications for bidding and construction of the pavilion and concession buildings and all other renovations included in Phase 1;
- Provide bid quantities;
- Assist with assembly of bid package;
- Provide a detailed cost estimate for all construction of Phase 1;
- Provide detailed design calculations for design elements, including but not limited to, storm drainage and sanitary;
- Provide detailed plans for vertical and horizontal controls;
- Assist with construction administration including the following (construction period assumed to be one year):
 - Respond to contractor Requests for Information and maintain log.
 - Produce field sketches based on RFI responses and field conditions.
 - Incorporate field sketches into contract documents to maintain an updated set of drawings.
 - Review unforeseen and field conditions, make recommendations and provide sketches or specifications as required by the project.
 - Review shop drawings and other submittals for approval and compliance with construction documents, industry standard and utility company requirements.
 - Attend and prepare minutes of project meetings as needed.
 - Provide periodic project observation and issue a field report, including but not limited to, photographs of on-site construction activities to ensure that they are being performed in accordance with the Contract Documents (minimum once a week).
 - Review and make recommendations for contractor extra work requests and proposed change orders.
 - Monitor work onsite for compliance with construction documents, good construction practices/industry standards, and utility company requirements.
 - Prepare and maintain punch list of completed construction and work deficiencies until project is completed and closed out.
 - Assist the Client with Project Close-Out, "As-Built" drawings reviews, warranties, manuals, training, etc. and issuance of final payment to contractor.
- Make presentation of master plan to the Parks and Recreation Commission and Board of Representatives (two separate presentations);

Schedule

It is the City's goal to have design drawings and specifications for Phase 1 construction completed and ready to advertise the bid for construction by September 2013, in anticipation of a construction start in fall 2013. A construction period of approximately 12 months is anticipated.

Construction Cost

The City of Stamford has budgeted a design, management and construction cost of approximately 2 (two) million dollars for Phase 1.

Responses

Prospective consultants are asked to submit responses in two parts – Letter of Interest and Technical Response.

Letter of Interest

The Letter of Interest must specify the following:

- 1. The name and address of the prime Consultant.
- 2. Name, title and telephone number of the individuals within the firm authorized to commit the company to this contract.
- 3. The name, title and telephone number of the individual the City of Stamford should contact regarding questions, and clarifications.
- 4. The corporation name and address of all proposed sub-consultants.
- 5. The time for validity of the offer must be one hundred twenty (120) days from the due date of the proposal.

Technical Response

The Technical Response must contain the following:

- A description of the consultant's qualifications and proposed approach to the assignment, including a full description of the team, number of visits to the site, etc.
- Resumes of key personnel proposed to work on the assignment with emphasis on relevant experience, including consultants/partners.
- A detailed organization chart.
- A list with descriptions of at least 3 (three) most recent similar or related design projects demonstrating experience within the last 5 (five) years.
- Three references from similar types of projects including scope of work, consultant fees, and the name and phone number of the responsible project manager within the client organization.
- A Quotation of the firm's price for providing the required services, including a breakdown see item in attached Appendix.

Fee

The fee shall be proposed under lump sum bid, including all consultants. The specific tasks shall be broken out as shown on the fee proposal form (see attached Appendix).

Reimbursable expenses shall be broken out of the total fee and set as a not to exceed amount. This shall include customary costs for out-of-office use or distribution and expenses directly related to this project. They shall not include

travel, meals, long distance calls, or taxes. Back up shall be provided with all invoices.

Hourly rates, including those for sub-consultants are to be included in the cost proposal to resolve any issues encountered during design and/or construction not covered under this proposal. Additional services, if necessary and agreed to prior by the City, will be negotiated based upon average hourly rates. Hourly rates are to be included in the cost proposal.

Format of Responses

Printed material only will be accepted. Pages must be numbered. All components must be contained in a binder not more than 1" thick. Submissions containing loose items will not be accepted.

Evaluation Criteria

Criteria to be used as guidelines in selecting prospective consultant teams are:

- 1. Successful completion of design of construction for projects of comparable size, complexity and detail.
- 2. Technical qualifications including an experienced and well-rounded team including Landscape Architects, Architects, Civil Engineers, Structural Engineers, Geotechnical Engineers, Coastal Engineers, Environmental Engineers, Mechanical/Electrical/Plumbing (MEP) Engineers, and Surveyors.
- 3. Familiarity with the contract documents and design intention.
- 4. A clearly stated plan of action and approach to design and construction for this project.
- 5. Cost Proposal.

Selection

Evaluations of proposals will be made by a selection committee consisting of representatives of the City of Stamford Parks and Recreation Department, the City of Stamford Engineering Bureau, the City of Stamford Land Use Bureau and the City of Stamford Purchasing Department.

Vendors may be asked to present their proposals to the selection committee and/or to respond to questions. Based on the information provided in the proposal and any additional information presented, a final selection will be made.

The City of Stamford reserves the right to reject any and/or all proposals submitted, to request information from any vendor and to negotiate with any of the vendors regarding the terms of the engagement. The City of Stamford intends to select the vendor that, in its opinion, best meets the City's needs, not necessarily the vendor that proposes the lowest fees.

APPENDIX - FEE PROPOSAL FORM

For the services described in the preceding sections of this Request for Proposals pertaining to the Cummings Park and West Beach Master Plan:

TASK / DESCRIPTION	FEE
Task I: Conceptual Master Plan Design for Cummings Park and West Beach, Phasing, and Cost Estimates for Each Phase	
Task 2: A-2 Survey of the Phase I Area	
Task 3: A-2 Survey of the Parks and Marina (including Phase I)	
Task 4: Planning Study of Drainage for Both Parks	
Task 5: Construction Documents for Pavilion, Concession Building, and all Phase I Renovations	
Task 6: Construction Documents for Restroom Building	
Task 7: Construction Documents for Realignment of Softball Fields & Lighting	
Task 8: Planning Study of Beach Reinforcement and Resiliency	
Task 9: Cummings Marina Concept Plan	
Task 10: Cummings Marina Evaluation	
Task II: Cummings Marina Cost Estimate	
Task 10: Evaluation of Maintenance and Staffing Needs for Each Completed Phase	
Task II: Bid Services and Construction Administration for Phase I Renovations	
TOTAL PROPOSAL COST	

Note: Depending on available funding and City priorities, the City at its sole discretion may award any combination of the above listed tasks. The tasks are not listed in any particular order of priority. Proposers are advised to submit fees for each task independent of each other. The City may also choose to do a phased award to the selected vendor.

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The validity of this offer is one hundred twenty (120) days from the date of the proposal.					
Authorized Signature:	Date:				
Name:					
Title:					
Company Name:					
Address:					

City of Stamford Insurance Requirements for RFP Cummings Park and West Beach Master Plan

The Vendor shall maintain throughout the entire term of its Agreement with the City of Stamford the following insurance coverages:

- 1. *Comprehensive General liability* insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability and personal injury and advertising liability:
 - Must be written on an occurrence basis;
 - Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following completion of the contract;
 - Contractual liability must insure any indemnities contained in the contract;
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$2 million in the aggregate.
- 2. *Comprehensive automobile liability*, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles.
 - City of Stamford and its employees, agents and officers to be designated as additional insureds;
 - Coverage shall apply to all owned, non-owned and leased (rental) vehicles:
 - Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$1 million in the aggregate.
- 3. *Workers' compensation* coverage, which complies with statutes and regulations of the State of Connecticut.
- 4. *Employer's liability* insurance, with minimum limits of liability of \$100,000 each accident, \$100,000 disease, each employee and \$100,000 disease policy limit.
- 5. *Professional liability* insurance, which covers the services of the Vendor as defined in this RFP. Minimum limit of liability is \$1,000,000.

Additional Requirements:

 Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain retro-active date of the date the contract is executed or

- commencement of services, whichever is earlier and an extended reporting period of not less than three (3) years following termination of the contract or completion of the services provided hereunder, whichever is later.
- The City of Stamford and its employees, agents and officers shall be designated as additional insureds under the general liability and automobile liability insurance.
- All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.
- The Vendor agrees to waive any claim, right of claim against the City of Stamford, which is or may insured under any of the insurance policies required hereunder. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.
- The Vendor shall provide certificates of insurance, which evidence the insurance required hereunder.
- All insurance coverage required to be maintained by the Vendor shall be primary insurance, not excess or contributory, to any insurance maintained by or on behalf of the City of Stamford.
- Maintenance of insurance by the Vendor shall not serve to limit in any way
 the liability of the Vendor arising out of any services provided under this
 Agreement.

	ADDRD. CERTIFICATE OF INSURANCE						
PRO	PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY						
Full Name of Insurance Agency				i .		N THE CERTIFICATE	
	Street Addres				ALTER THE		
	City, State		•	COVERAGE AFFORDED BY THE POLICIES BELOW.			
	Telephone N	umber / Facsimile Nur	nber				
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	Street Addres			COMPANY	Name of Insurar	ice Company	
	City, State	Zip Code		COMPANY	NI CY		
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	COVERAGES						
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here	hereunder are primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation under all insurance required hereunder apply to City of Stamford and its employees, agents and officers.						
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City of Stamford / Risk Manager SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B				IES BE CANCELLED BEFORE	THE EXPIRATION DATE		
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