



Litchfield Planning and Zoning Commission

RFP/RFQ – Request For Proposal/Qualifications

Revision Of Zoning, Subdivision, And Aquifer Regulations

I. Introduction

1. Intent

The Town of Litchfield is seeking qualified individuals, organizations or firms to assist in revision of the Town's zoning, subdivision, and aquifer protection regulations. All proposals must be submitted in accordance with specifications supplied by the Town of Litchfield Land Use Department, (860) 567-7565. Proposals/qualifications will be received at the Office of the First Selectman, 74 West Street, Litchfield, CT 06759 until May 12, 2011 at 11:00 a.m. and will be opened and read publicly at that same time in said office. Work shall commence on July 1, 2011 and be completed by December 1, 2011.

2. General Provisions

Place of Opening: Office of the First Selectman, 74 West Street, Litchfield, CT 06759

Time of Opening: Thursday, May 12, 2011 at 11:00 a.m.

The proposal envelope should be sealed and marked "Revision of Zoning, Subdivision and Aquifer Regulations." An original and twelve (12) copies should be mailed or hand delivered to Office of the First Selectman, 74 West Street, Litchfield, CT 06759. Any bid not so marked and opened by the Town shall not be considered. Any bid not containing the requested number of copies will not be considered.

The following forms shall be submitted as part of the bid package:

- A. Quote
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Certificate of Insurance
- D. Non Collusion Form
- E. Non Discrimination Form

3. Proposal Questions

Any questions regarding the scope of the work, content or procedure for submitting proposals should be directed to the Land Use Administrator by facsimile, e-mail, or letter to be received no

later than Friday, April 29, 2011. Any questions received after that date will not be answered. Contact information is as follows:

Dennis Paul Tobin, PhD, Land Use Administrator
80 Doyle Road
P.O. Box 12
Bantam, CT 06750
Telephone: (860) 567-7565
E-mail: zoningadmin@townoflitchfield.org

4. Basis of Award

It is intended this Contract shall be awarded to the Contractor that best meets the needs of the Town of Litchfield with respect to qualifications and commitment to the project commencement date of July 1, 2011 and completion date of December 1, 2011. Qualifications shall include the ability of the Contractor to commit to completion of all work within the stated time frame.

5. Notice of Award

The Town shall give notice of Acceptance of a bid to the successful bidder by mail to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening, with official bid results pending notification to the successful bidder.

6. Award of Contract

The Town reserves the right to reject any and all quotes for any reason the Town deems advisable, and to award contract or contracts to any Contractors bidding on the work, regardless of the amount of the quote.

7. Scope of Work Change

The Town reserves the right to change the scope of the project after the contract is awarded, without penalty to the Town. All changes in scope will be issued in writing by the Land Use Administrator or his designee.

8. Substitution of Named Brands

Should brand names appear in this quote, before quoting on any item considered equal to or better than a named item, the Contractor must get written approval from the Land Use Administrator.

9. Price, Discounts, and Payment

Prices bid shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the price bid, each Bidder may quote binding discounts, which will be considered when making the award.

10. Delays

Contract time delays for completion of work shall be authorized in writing by the Land Use Administrator.

11. Liquidated Damages

The Contractor shall pay the Town the sum of Two Hundred Dollars (\$200) per calendar day for each and every day for which the Contractor shall be in default in completing the work beyond the time for completion as set forth in the Invitation to Bid. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the Town shall suffer due to such default. The Town shall have the right to deduct the amount of any such damages from the monies due the Contractor under this Contract. The contract time period must start with the Notice to Proceed from the Town of Litchfield.

12. Assignment of Contract

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein of obligations there under, without written consent of the Town.

13. Acceptance of Subcontractor

Submission of name of Subcontractor in quote shall be deemed to constitute an acceptance by Contractor, if awarded contract of quoted project, of such Subcontractor. Any alteration therein, after award of contract, shall be subject to the approval of the Town.

14. Basis of Payment

Payment for this work shall be at the lump sum bid for work completed/accepted by the designated December 1, 2011 completion date.

15. Payments for Extra Work

Written notice of claims for extra work shall be given by Contractor within ten (10) days after receipt of written instruction from the Town as approved in writing by the Land Use Administrator to proceed with extra work and also before any work is commenced. The Town's written order for extra work shall specify any extension of contract time and the following method of payment involving a lump sum based on Contractor's estimate accepted by owner and approved by the Land Use Administrator.

16. Insurance

The contractor carry the following insurance coverage's with an insurance company licensed in the State of Connecticut and approved by the Town of Litchfield. The insurance company must have at least an A-rating by A.M. Best Company. All policies will provide a 30-day notice of

cancellation as well as a 10-day notice of any material change policies to the Office of the First selectman for the Town of Litchfield.

The Contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$ 100,000 per person
Bodily injury by disease	\$ 100,000 per person
Bodily injury	\$ 500,000 aggregate

Comprehensive Commercial Liability

Bodily injury; General Limit	\$ 1,000,000 aggregate
Products/Completed Operations	\$ 1,000,000 aggregate
Personal and Advertising Injury	\$ 1,000,000 aggregate
Each Occurrence	\$ 1,000,000 aggregate
Fire Damage Limit	\$ 1,000,000 aggregate
Medical Expenses	\$ 100,000 per person

Coverages:

- Premises/Independent Contractors
- Contractual/Completed Operations/Products
- Contractual/Liability will be Broad Form
- XCU (explosion/collapse/underground utilities)
- Comprehensive Broad Form Liability endorsement or Equivalent
- Broad Form property Damage Liability

Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverages:

- All owned/non owned/hired/borrowed
- Contractual liability to be included

Contractors must name the Town of Litchfield as an additional named insured on all certificates. All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

17. Hold Harmless Agreement

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgments, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law. The Contractor will be required to sign the Hold Harmless Agreement prepared by the Town.

18. Supplemental Agreement

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the Supplemental Agreement prepared by the Town.

19. Length of Contract

The Town of Litchfield is requesting the bid proposals for the time period beginning July 1, 2011 and ending December 1, 2011. The Town of Litchfield reserves the right to negotiate with contractor selected, additional periods beyond the December 1, 2011 date if deemed to be in the best interest of the Town.

20. Bid Form

Contractor will submit the following bid form (on page (7)) with the proposal.

II. Specifications

1. Introduction:

The Litchfield zoning regulations were adopted in 1970, reorganized in the 1980's and amended many times since the reorganization. However, there has never been a comprehensive rewrite. The regulations need to reflect current legislation and to be more "user friendly". The current zoning subdivision, and aquifer protection regulations, zoning map, and Plan of Conservation and Development are available from the Land Use Department office.

2. Revisions:

The goal of the project is to update the regulations including but not limited to the following:

1. Re-formatting and re-organization of both regulations and all related permits/forms.
2. Incorporation of State land use statutory requirements.
3. Examine and propose revisions.
4. Update the section of the regulations on Administration and Enforcement; including submitting/reviewing applications, setting meeting/ hearing dates, and issuing permits.
5. Revise the definition section to provide a comprehensive listing of zoning related terms.
6. Provide a set of requirements for the accuracy and types of maps/plans.
7. Review and update the section on the table of uses and non conforming uses.
8. Provide formal checklists to facilitate commission and staff review of applications.

3. Project Outline:

A schedule for work sessions and for delivery of the final document will be established.

4. Work Products:

- Drafts and Final Document to be available in MS Word format and PDF format.
- Drafts: Respondent will provide twelve (12) copies of working drafts for work sessions.
- Final: Twelve (12) copies, spiral bound, 8½ X 11 inches, double sided, and a CD copy.

5. Submittal Requirements:

The following information shall be submitted:

- Background statement, including principals, employees, and location.
- Résumés outlining position, qualifications and relevant experience.
- List of current and prior clients.



Bid Schedule

**REVISION OF ZONING, SUBDIVISION, AND AQUIFER
REGULATIONS**

**For
Town of Litchfield**

Lump Sum Bid _____ U. S. Dollars

Start Date **July 1, 2011**

Completion Date **December 1, 2011**

The undersigned, under the terms of the proposal and the contract documents hereby agrees to perform all work relating to this contract as follows: The bidder must fill in the prices in words and numerals. In case of an error or discrepancy, written word prices shall take precedence over numerical figures. All items must be filled out in order to be considered for this bid.

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this bid without collusion with any other person, individual, or corporation.

Bidder: _____

By: _____
(Signature) (Title)

Name – Typed: _____

Date: _____

Address: _____

Phone: _____

E-mail: _____

Fax: _____