

Request for Quotes (RFQ)
Town Hall Parking Lot Renovation
Project: Engineer Services for Conceptual Design, Final Design, Construction
Administration and Observation

Table of Contents

Request for Quotes document: pages 2-10

Appendix 1 Parcel Map: page 11

Appendix 2 Example Contract Verbiage: pages 12-15

Appendix 3 Example Insurance Requirements: pages 16-17

Appendix 4 Q&A as of 6/8/24: page 18

Request for Quotes (RFQ)

Town Hall Parking Lot Renovation

Project: Engineer Services for Conceptual Design, Final Design, Construction Administration and Observation

Date of RFQ release: 5/29/2024

Document version date: 5/29/2024

Intent to submit notification deadline: 6/17/2024

Responses due: 6/28/2024 before noon

Section 1. Project Background

The Town of Ulysses is soliciting quotes for the design and professional services to support construction of the parking lot located at the Town Hall located within the Village of Trumansburg. The parking lot consists of a shared entry with multiple properties (commercial and residential) that use the shared access and parking lot. This request is for consultant services for the conceptual design, final design, construction administration and observation.

The Town intends to utilize federally provided State and Local Fiscal Recovery Funds (SLFRF) funds for at least part of the cost of the project. The successful respondent will be in charge of ensuring that the process meets timeline requirements as outlined in “Section 5: Project Timeline & Procurement Schedule” of this document.

The Town of Ulysses desires strong consideration of stormwater mitigation design balanced with affordability of installation, long term maintenance and maximized useful life.

Please see Appendix 1 for a parcel map.

Section 2. Contract Requirements

- a.** It should be noted that respondents shall provide quotes for the project phases listed below, however, the Conceptual Design phase is the only contract to be awarded initially. Contracts for subsequent phases will be executed upon mutual agreement.
 - i.** Project phase contracts:
 1. Conceptual Design
 2. Final Design

3. Construction RFQ Development
4. Construction Competitive Bid Administration
5. Construction Observation

- b. See Appendix 2 for sample contract language. Please note this is not final verbiage but to give respondents an idea of what the Town’s contracting needs will be. The Town is amenable to commencing the contract making process with verbiage provided by the selected contractor.
- c. See Appendix 3 for sample insurance coverage requirements. Please note this is not final verbiage but to give respondents an idea of what the Town’s contracting needs will be.

Section 3. Communication

- a. In order to adhere to uniform communication requirements, any communication regarding this document shall be sent via email to both:
 - i. mwright@townofulyssesny.gov
 - ii. clerk@townofulyssesny.gov
- b. Questions will not be answered via phone or in person.
- c. Intention to submit can be a simple statement via email, it is not binding and is meant to ensure uniformity in responses to all interested entities.
- d. Inquiries will be answered and released uniformly to all those who have submitted their intent to submit a proposal (see “Section 5: Project Timeline & Procurement Schedule” of this document) and will be included as an addendum to this document as well as the final contract with the selected respondent.
- e. Errors found post release of this document that may impact responses will be specified and clarified as an addendum to this document. Failure to report errors constitutes acceptance as written.

Section 4. Scope of Work & Deliverables

- a. Conceptual Design
 - i. Full project scope development
 1. Plan for full reconstruction of parking lot
 2. Outline and prepare any permit requirements, including any interaction with the Village of Trumansburg

3. Electrical upgrades
 4. Engage stakeholders; including neighboring lot owner communication and negotiations in collaboration with Town Counsel
 5. Analysis and project lead on permitting and legal implications
 6. Develop cost estimates for each potential project component and assist with interpretation and decision making with Town leadership.
 - a. Communicate stormwater design considerations and options to Town officials, help navigate decision making process.
- ii. General site grading and drainage plan
- b. Final Design**
- i. Finalization of design to include design alternatives in coordination with Town officials.
 - ii. Develop final cost construction estimate for each project component
 - iii. Topographical survey
 - iv. Final design provided in both hard copy and digital format
 - v. Development of operation and maintenance plan based on final design; to include future cost projections and analysis of each plan component to inform future Town budgeting.
- c. Construction RFQ Development**
- i. Development of RFQ for construction of project
 - ii. Long term maintenance plan technical support
 - iii. Promotion of opportunity
- d. Construction & Competitive Bid Administration**
- i. Lead contact for construction bid process
 - ii. Lead admin for competitive bidding process
 - iii. Development of contract between Town and construction contractor in collaboration with Town

- iv. Submittal approval
- e. Construction Observation
 - i. Coordination of permits and other requirements, including Village requirements
 - ii. Includes all phases of construction
 - iii. Provide final as-built drawings
- f. Project Close Out Administration
 - i. Final inspection and approval of final payment to construction contractor
 - ii. Finalize operations and maintenance plan, including future cost projections and analysis, in collaboration with construction contractor

Section 5. Project Timeline & Procurement Schedule

Schedule Item	Date
RFQ Release Date	5/29/24
Optional Onsite Information Session & Parking Lot Tour	6/13/24, 2-4pm
Deadline for non-binding intent to submit	6/17/24
Deadline for Submissions of Respondent Questions	6/21/24
Estimated Date of Town Response to Respondent Questions	6/26/24
RFQ Due	6/28/24, before noon
Bids opened at Town Hall in public	6/28/24, 12:30pm
Evaluation of all responses	Estimated by 7/1/24
Contract Award	Estimated 7/9/24
Project Kickoff Meeting	Estimated 7/16/24
Conceptual Design Completed	To be proposed by respondent
Final Design Completed	To be proposed by respondent
Construction RFQ released	To be proposed by respondent
Construction bid due	To be proposed by respondent
Construction contract signed	No later than 12/31/24

Section 6. Qualifications and Selection Criteria

- a. The proposal evaluation criteria should be viewed as standards that measure how well a respondent’s approach meets the desired requirements and needs of the Town.
- b. The following weighted criteria will be used to evaluate respondents:
 - i. Total bid submission cost (40%)

Cost is scored by the team based on the competitiveness of the pricing as compared to the other proposals. The Town may also elect to use cost to perform a trade-off analysis for finalists to determine if the technical differences between proposals justify paying a cost or price differential.

ii. Responsibility (20%)

Respondent's ability, in all respects, to perform fully the contract requirements and demonstrate the moral/business integrity necessary to assure good faith performance.

iii. Experience (20%)

Respondent's experience in providing services and deliverables as requested in this request including, but not limited to, reference checks.

iv. Capability (20%)

Respondent's capability, flexibility and skill to meet the Town's needs as identified in this document.

Section 7. Submission Requirements

a. Deadline and delivery method

- i. Hard copy submission is required in order to adhere to sealed bid requirements.
- ii. Hard copies shall be submitted and by the date and time specified in "Section 5: Project Timeline & Procurement Schedule" to the following address:
 1. Town of Ulysses
Attn: SEALED BID
10 Elm Street
Trumansburg, NY 14886
- iii. There will be no exceptions to bids received after the date and time specified "Section 5: Project Timeline & Procurement Schedule".
- iv. Bids that are mailed have the same date and time requirements. The Town does not accept responsibility for the delivery timing of bids received on the date they are due.

b. Response Instructions

- i. Response indicates your ability to meet contract terms described within.
- ii. It is the sole responsibility of the respondent to see that its proposal is received in the proper time. Proposals received after the specified time will not be considered.
- iii. Adherence to the rules set forth in this document are mandatory to ensure a fair and objective analysis of all proposals. Failure to comply with or complete any portion of this request may result in rejection of a submitted proposal.
- iv. All proposals submitted to the Town become the property of the Town and are subject to The New York State Freedom of Information Law, Public Officers Law, Article 6, which provides for public access to information. Any confidential information, such as a company’s financial status, if required by the specifications, shall be submitted in a separate document with the word “CONFIDENTIAL” as a watermark.
- v. Receipt of a proposal by the Town or submission of a proposal to the Town confers no rights upon the respondent nor obligates the Town in any manner.
- vi. The apparent silence of the specifications as to any details or the omission from it of a detailed description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only professional services of first quality are to be used, specified or accepted.

c. Additional Information Regarding Submission

i. Presentation and Interview

Selected respondents may be invited to submit sample materials and/or make presentations to Town personnel and elected officials. Representative(s) attending/hosting these presentations must be qualified to respond to questions related to any component of the proposal.

ii. Validity of Proposals

Proposals are to be good for ninety (90) days from the proposal due date. The Town may hold the proposals for ninety (90) days after the proposal due date, and may award a contract at any time during that period. Should there be reasons why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Town and the selected respondent.

iii. Contract Award

The Town reserves the right to (a) reject any or all proposals, or to make no award, (b) request modifications to initial proposals or (c) make partial or multiple awards. In addition, the Town reserves the right to obtain other supplemental information concerning the respondent. The Town further reserves the right to excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to the Town. The Town may award based on initial proposals received, without discussion of such proposals.

d. Proposal Content Requirements: Submission Content

- i. Executive Overview & Respondent Profile: Highlight the understanding of the project, experience with like-projects, explain the respondent's value that could be provided to the Town for this service. Names and resumes or biographies of key staff to contribute to this project, as well as any planned subcontractor information is required. This section will likely be distributed to a greater number of individuals, including elected officials - many of whom may have insufficient time to read the full proposal.
- ii. References & Similar Projects: a list of three (3) current references and contact information from relevant projects, preferably located within the State of New York. Include:
 1. Organization/Entity
 2. Primary Contact Name and Information
 3. Project Description
 4. Project / Contract Start and End Dates
- iii. Response form as provided in this document.
- iv. Exception Letter: should the respondent take exception to any terms and conditions identified in this request; a letter must be submitted identifying all exceptions. Any exceptions will be part of the evaluation process. The Town will not entertain any exceptions not submitted in this fashion.
- v. Acknowledgement of the respondent's ability to meet contract requirements as outlined in this document.

Section 8. Tax Exemption

The Town of Ulysses is tax exempt. Tax exempt certificates, if required, will be forwarded upon request.

Section 9. Expense of Preparing Responses to This Proposal

The Town accepts no responsibility for any costs incurred respondents of this request for proposals, including costs associated with interviews. Such expenses are to be borne entirely by respondents.

Section 10. Right of Refusal

The Town reserves the right to reject all responses to this document in their entirety. The Town reserves the right to award a contract in any manner deemed in the best interest of its citizens in adherence to local and state law

Section 11. RFQ Response Form

Respondent legal business name: _____

Respondent designated contact name: _____

Respondent designated contact phone: _____

Respondent designated contact email: _____

Legal business entity status: _____

Provide a Proposed Schedule for Completion of Each Phase:

Phase	Proposed Date
Conceptual Design completed	
Final Design completed	
Construction RFQ released	
Construction bid due	

Complete the following table:

Phase	Dollar Figure Not to Exceed Quote
1. Conceptual Design	
2. Final Design	
3. Construction RFQ Development	
4. Construction Competitive Bid Administration	
5. Construction Observation	

Relevant notes regarding the above figures:

Please also include a current contracted hourly rate schedule (for reference only).

Appendix 2
Town of Ulysses Example Contract Terms
(not intended as final verbiage)

1) INDEMNITY AND SAVE HARMLESS AGREEMENT

- a) The Contractor agrees to protect, indemnify, hold harmless and defend the Town and its officers, employees, representatives, agents, successors and assigns from any and all damages, claims, suits, actions, causes of action, demands, judgments, losses, costs and expenses of any nature whatsoever, including attorneys' fees resulting from, any act or omission related to the services provided herein or negligence, active or passive, and for any actions or inactions of the Contractor, its employees, representatives, agents, subcontractors, successors and assigns related to this Contract.
- b) Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities (both public and private). All damage, injury, or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Town at the Contractor's expense.
- c) Nothing in this Contract shall constitute a waiver by the Town of any statutory limits or immunities from liability.
- d) In claims against any person or entity indemnified in this contract by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

2) NYS PROHIBITION OF ASSIGNMENT OF CONTRACTS

- a) In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, or of its right, title or interest in this Contract, or its power to execute this Contract, to any other person or corporation without the previous consent in writing of the Town. If the Contractor assigns, transfers, conveys, sublets or otherwise disposes of such contract, or his right, title or interest therein, or his power to execute such contract, without previous consent in writing of the Town, then the Contractor's action shall revoke and annul the Contract and the Town shall be relieved and discharged from any and all liability and obligations out of the Contract to the Contractor.

3) OWNERSHIP OF RECORDS

- a) The Contractor will take no action to compromise the Town's legal obligation to maintain records and adequate documentation transactions of public business. The Contractor agrees that records and other documentation produced from this work are the property of the Town.

4) RECOGNITION OF NEW YORK STATE FREEDOM OF INFORMATION LAW

The Contractor acknowledges that the Town of Ulysses shall adhere to The New York State Freedom of Information Law, Public Officers Law, Article 6, which provides for public access to information.

5) SEVERABILITY

- a) In the event any provision or part of this Contract is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Contract, will be inoperative.

6) TIME OF PERFORMANCE

- a) Contractor will commence work as directed by the Town and will proceed with work in a prompt and diligent manner in accordance with project schedule *[appendix reference]*.

7) PAYMENT

- a) The Town processes all invoices for payments on the second Tuesday of every month.
- b) Contractor invoices shall be delivered to the Town prior to the first Tuesday of every month.
- c) *Insert other specifics of this process based on nature of the contract*
- d) *Insert final payment specifics*
- e) *If contract requires prevailing wage, each invoice should include certified payroll for the time period included in the invoiced work, payment will not be processed until received.*

8) TERMINATION

- a) Termination for Cause: If through any cause, one party shall fail to fulfill in timely and proper manner, its obligations under this Contract, or if one party shall violate one of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract hereunder by giving written notice of such termination. In case of termination, all finished and unfinished documents shall become the property of the Town.

In the event of termination, the Contractor shall be compensated payment of an amount equal to the services or goods actually provided by the Contractor to the Town as of the date of termination.

- b) Termination for Convenience: The Town may terminate this Contract at any time for any reason, upon submitting to Contractor _____ (*# of days in alpha*) days prior written notice of its intention to terminate. Upon receipt of such notice, Contractor shall immediately cease to incur expenses pursuant to this Contract unless otherwise directed in the termination notice. Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Contract.
- c) Return of Property: Upon termination, Contractor shall immediately return to the Town without limitation, all documents, plans, drawings, tool and items of any nature whatever, supplied to Contractor by the Town.
- d) Production of Documents: All records, documents, data, reports or other material, regardless of form or finish, produced by the Contractor as a result of services provided hereunder, are work for hire, and shall become the property of the Town upon creation. The Contractor may not assert any right, title or interest in any product produced under this Contract.

The Town may request at any time during and/or after the termination of the Contract any records,

documents, data, reports or other materials produced by the Contractor under this Contract.

9) NO PARTNERSHIP OR JOINT VENTURE; CONTRACTOR NOT EMPLOYEE

- a) The parties to this Contract are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them.
- b) In performing the Services set forth in this Contract, the Contractor will have neither express or implied power to execute agreements on behalf of Town or in any manner bind the Town as to any matter not within the scope of this Contract.
- c) It is expressly agreed that the relationship between the Contractor and the Town shall not constitute employment by the Town.
- d) The Town shall have no liability under this Contract to Contractor or anyone else beyond funds appropriated and available for this Contract.

10) MISCELLANEOUS

- a) This Contract may be amended or modified only by a written instrument signed by authorized representatives of each of the parties hereto.
- b) This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For all purposes, an electronic or facsimile signature shall be deemed the same as an original signature.
- c) The headings of sections in this Contract are for convenience of reference only and are not intended to qualify the meaning of any section. Any reference to a section number shall refer to a section of this Contract, unless otherwise stated.
- d) The parties intend this statement of their Contract to constitute the complete, exclusive, and fully integrated statement of their agreement and is the sole expression of their Contract and supersedes all prior agreements and understandings, either oral or written with respect thereto.
- e) The parties to this Contract agree and covenant that this Contract will be enforceable in the Town of Ulysses, New York. If legal action is necessary to enforce this Contract, exclusive venue will lie in Tompkins County, New York.
- f) This Contract and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.
- g) The parties intend this statement of their Contract to constitute the complete, exclusive, and fully integrated statement of their agreement and is the sole expression of their Contract and supersedes all prior agreements and understandings, either oral or written with respect thereto.

11) PREVAILING WAGE RATES REQUIRED BY LAW

- a) Contractor represents and warrants that he/she/it is a sole proprietor, does not have employees, and is otherwise exempt from prevailing wage requirements
- b) Contractor agrees that if Contractor hires employee(s) during the contract period, who then becomes engaged in work under this Contract, then the following provisions will apply, and Contractor will promptly notify the Town:
 - i) The parties hereto, in accordance with the provisions of section 220(3) of the Labor Law, hereby agree that there shall be paid each employee engaged in work under this Contract not less than

the wage rate and supplements set opposite the trade or occupation in which he/she is engaged, as listed on *Appendix* ___ attached hereto and made a part of this Agreement, which are the wage rates and supplements established as the prevailing rate of wages for the work covered by this Contract.

- ii) Labor classifications not appearing on the schedule of wages can be used only with the consent of the Owner and then the rate to be paid will be given by the Owner after being advised by the Department of Labor.
- iii) The Contractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements, as specified in the Contract, for the various classes of mechanics, workingmen/women, or laborers employed on the work.

12) REQUIRED PROVISIONS OF LAW

- a) Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:
 - i) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.
 - ii) Affirmative action as required by the Labor Law.
 - iii) Prevention of dust hazard required by Labor Law section 222-a.
 - iv) Preference in employment of persons required by Labor Law section 222.
 - v) Eight-hour workday as required by Labor Law section 220(2).
 - vi) New York State Sexual Harassment Training Requirements
 - vii) New York State Workplace Violence Training Requirements
 - viii) The Standard Clauses of New York State Contracts

If Subcontractors are involved

Proposed language:

1. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by this Contract, assumes toward the Town. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract with respect to the work to be performed by the Subcontractor, so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically otherwise provided in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract, has against the Town. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreement with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify the terms and conditions of the proposed subcontract agreement that vary from the Contract. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. All subcontracts shall be in a form subject to Owner's reasonable approval, and shall at a minimum (a) expressly state that the Town is an intended beneficiary of the Subcontract, (b) provide for joinder of parties in the Subcontract (including sub-subcontractors) in any dispute arising out of the work, and (c) be subject to termination upon the written consent of Owner and Contractor. Notwithstanding the foregoing, the Town Board may, upon request, waive this requirement.

MASTER SUBCONTRACT AGREEMENT (Short Form)

This Master Subcontract Agreement ("Subcontract"), made this day of _____, 20__ by and between _____ (hereinafter "Contractor"), with an office and principal place of business at _____ and _____ (hereinafter "Subcontractor") with an office and principal place of business at _____ (hereinafter collectively "Parties").

WITNESSETH:

WHEREAS, Contractor contemplates that from time to time it will enter into prime construction contracts with various clients ("Owner") for the performance of certain construction services with respect to certain projects (each "Project"); and

WHEREAS, Contractor desires to enter into a master subcontract agreement with Subcontractor whereby Contractor at its discretion may from time to time contract with Subcontractor, and Subcontractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed;

NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the Parties contract, covenant and agree as follows:

1. Scope of the Subcontract

The Contractor and Subcontractor agree that this Subcontract is a non-exclusive master agreement and that the Contractor may from time to time authorize the Subcontractor to perform certain construction services ("Work") for the Contractor pursuant to this Agreement but only upon the execution by Contractor and Subcontractor of a work order ("Work Order") in a form attached hereto as **Exhibit A**. This Subcontract does not require either the Contractor or Subcontractor to issue, or accept any particular Work Order; however, if fully executed, each Work Order shall be governed by the terms and conditions of the Subcontract, as it may be amended by mutual agreement, and whether or not the Work Order specifically refers to it.

2. Subcontractor's Work

Subcontractor shall perform all work and shall furnish all supervision, labor, materials, plant, hoisting, scaffolding, tools, equipment, supplies and all other things necessary for the construction and completion of the work described in each individual Work Order, including work incidental thereto and reasonably inferable therefrom, in strict accordance and full compliance with the terms of this Subcontract, and to the satisfaction of Contractor and the Owner (hereinafter "Work").

With respect to the Work covered by this Subcontract and any individual Work Order, and except as expressly modified herein, Subcontractor shall have all rights which Contractor has under the Contract Documents, and Subcontractor shall assume all obligations, risks and responsibilities which Contractor has assumed towards the Owner, and third parties as applicable, in the Contract Documents, and Subcontractor shall be bound to Contractor in the same manner and to the same extent that Contractor is bound to the Owner or said third parties. In case of a conflict between this Subcontract Agreement and the Contract Documents as incorporated herein, pursuant to each Work Order, the terms of the Work Order shall prevail.

3. Payment

Contractor shall pay Subcontractor for performance of the Work, subject to additions and deductions by written change order, a liquidated sum which shall be calculated and agreed by the Parties in each individual Work Order.

4. Indemnification and Subcontractor's Liability

Subcontractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided under any Work Order issued pursuant to this Subcontract, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of the entirety of the Work by Owner. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost, subject only to the extent that any net proceeds are payable under any builder's risk property insurance that may be maintained by Owner or Contractor, if any.

Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of any failure of Subcontractor, or any of its suppliers or subcontractors of any tier, to perform.

To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor, Owner and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Subcontractor's Work under the Subcontract, and any Work Order whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Subcontractor or any entity for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of Subcontractor. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Subcontractor or the rights of the Contractor contained in this Subcontract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any workers' compensation acts, disability benefits acts or other employee benefits acts and includes any loss or injury suffered by an employee of the subcontractor. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the Subcontract.

Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage obtained pursuant to Article 5 or otherwise.

5. Subcontractor's Insurance

Prior to commencing the Work, Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Subcontract or any individual Work Order, insurance coverage required by the Contract Documents and this Subcontract. At a minimum, and subject to modification in individual Work Orders, the types of insurance and minimum policy limits specified shall be maintained in a form and from insurers acceptable to Contractor as set forth below. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the state where the project is located.

This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Subcontractor's acts or omissions or the acts or omissions of those acting on the Subcontractor's behalf.

Proof of this insurance shall be provided to the Contractor before the Work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's Work, the Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Contractor, the Subcontractor or the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-Subcontractor's expense.

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
\$2,000,000 General Aggregate per Project
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 combined single limit per accident

Workers' Compensation and Employers' Liability Insurance

\$100,000 Each Accident
\$100,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease

Excess or Umbrella Liability

\$1,000,000 occurrence/aggregate

The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy, which must be primary and noncontributory with respect to the additional insureds. The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.

It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or

by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Certificate shall provide for thirty (30) days' notice to Contractor for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Contractor upon request.

6. Time of Performance

Subcontractor will commence Work when directed by Contractor and will proceed with the Work in a prompt and diligent manner in accordance with the Project Schedule attached to the individual Work Order, as such Schedule may be amended from time to time by Contractor. TIME IS OF THE ESSENCE. Subcontractor shall be entitled to additional compensation for compliance with Schedule amendments only to the extent, if any, that Contractor receives reimbursement from the Owner.

7. Safety

The Contractor makes no representation with respect to the physical conditions or safety of any Project Site. The Subcontractor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Subcontractor and Subcontractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by Contractor during the progress of the Work. Subcontractor shall indemnify, defend and hold harmless Contractor, Owner and their respective officers, directors, agents and employees from any costs, expenses or liability (including attorneys' fees, fines or penalties) arising out of the Subcontractor's failure to comply with the aforesaid laws, regulations and codes.

8. Clean-up

Subcontractor shall clean up the areas used by Subcontractor for its Work on a daily basis and remove from each Project site, or to a specified location on the Project site as directed by Contractor, and in a manner that will not impede either the progress of the Project or of other trades, all rubbish, waste material, excess material and debris resulting from the Work.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have hereunto executed this Subcontract, on the day and year first above written.

SUBCONTRACTOR:

CONTRACTOR:

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Release 10/2008

Request for Quotes (RFQ)

Town Hall Parking Lot Renovation

Project: Engineer Services for Conceptual Design, Final Design, Construction Administration and Observation

Date of RFQ release: 5/29/2024

Document version date: 5/29/2024

Intent to submit notification deadline: 6/17/2024

Responses due: 6/28/2024 before noon

Appendix 4: Q&A

Document dated: 6/14/24

Q1: Do you have a budget for this work that you can share?

A1: While there is not set budget, the Town has received an opinion of probable cost for the construction contract for the project (i.e. probable cost exclusive of the scope of services outlined in this document) that ranges between about \$130,000 and \$245,000. The estimated range addresses the span of solutions to be finalized during the design phase: from a standard asphalt solution to a full permeable pavement solution.

Q2: How many hard copies of our Proposal would you like submitted.

A2: One (1) unbound hard copy should be submitted.

Q3: Are there specific requirements for Minority and Women-Owned Business Enterprises (MWBE) for this project?

A3: No

Q4: Is the contract verbiage in the RFQ final?

A4: No, the contract sample verbiage was included to provide context of the Town's contracting needs. Typically, the Town relies on the contractor to produce the verbiage for the Town Attorney to review and request additions as needed.

Q5: What is the scope of the survey? Is the survey available in a digital format? Could you explain the need for an additional survey?

A5: The Town currently has access to the parcel map included in the RFQ in PDF format only. The need and scope of an additional survey would be determined during the design phase based on best practice and the discretion of the selected consultant in collaboration with Town Administration and the Town Attorney.

Q6: Do the As-Builts need to be prepared by a licensed surveyor at the end of construction or can the contractor / design team provide the as-builts?

A6: This would be determined by best practice and the selected consultant's opinion.

Q7: What specific electrical upgrades are anticipated for this project?

A7: This will be determined in either the conceptual or final design phase. Currently known needs include installation of a light in the back portion of the parking lot as well as electrical access for a future EV charger for Town use (installation is a future project and not in the scope of this project). It should be noted that the location of these electrical needs does not currently have access to electrical infrastructure.

Q8: Will specifications need to be provided in the Concept design or Final Design phase?

A8: The purpose of the conceptual design phase is to inform decision making for design solutions with cost estimates in collaboration with Town leadership. The final design phase should result in an RFQ for construction which will be developed by the selected consultant in collaboration with the Town.

Q9: If technical specifications will be provided by consultant, what format will be utilized?

A8: This will be at the discretion of the selected consultant.