

**City of West Haven**  
**Request for Proposal # 2026-16**  
**Engineering Services – Flood Walls & Storm Water Pump Station**  
**At the Water Pollution Control Facility & Main Pump Station**

**PROJECT SUMMARY**

The City of West Haven is seeking proposals from qualified professional engineering and environmental consulting firms to provide comprehensive Phase II design and construction services. The selected firm will be responsible for coordinating and overseeing the work of subconsultants to ensure all tasks and subtasks are effectively managed and implemented in accordance with the approved schedule and project requirements. In addition, the firm will maintain complete and accurate project documentation throughout the duration of the engagement.

This project is funded through the Connecticut Department of Emergency Management and Homeland Security (DESPP/DEMHS) in accordance with the Hazard Mitigation Assistance Grant Program and is funded by FEMA and must fully comply with all applicable local, state, and federal regulations and standards.

**PROJECT TIMELINE**

Final construction specs and cost estimates and construction 12 months

**SUBMISSION INSTRUCTIONS**

|                                          |                                                                                  |
|------------------------------------------|----------------------------------------------------------------------------------|
| Pre-Bid Meeting Required                 | No                                                                               |
| Pre-Bid Meeting Location                 |                                                                                  |
| Pre-Bid Meeting Date & Time              |                                                                                  |
|                                          |                                                                                  |
| Mandatory Walkthrough of Site            | No                                                                               |
| Site Location                            |                                                                                  |
| Site Location Date & Time                |                                                                                  |
|                                          |                                                                                  |
| Information Period Closing Date and Time | Day 10/23/2025 Time: 12:00 PM                                                    |
| Solicitation Closing Date                | Day 10/30/2025 Time: 2:00 PM                                                     |
|                                          |                                                                                  |
| Bid Opening Location                     | Procurement Office, 355 Main Street, 3 <sup>RD</sup> Floor, West Haven, CT 06516 |
| Bid Location Time                        | 2:00 PM                                                                          |
| Advertising Location(s)                  | New Haven Register, City Website, State of CT website                            |

Respondents are required to submit One (1) original and three (3) copies in a sealed envelope. Proposals received after this time and date specified above will be rejected. No oral, telephonic, emailed, or faxed corrections, deletions, or additions to any response shall be accepted. The City reserves the right to reject any or all responses, and to waive any or all formalities in connection with this request. Proposals which do not incorporate our requested format, including quoting items as described, will not be considered. Unless otherwise stated in the solicitation. No alternate responses will be considered unless alternate responses are specifically requested by the City. The City reserves the right to award multiple vendors under this solicitation.

A response to this solicitation does not permit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure the city contract for services, supplies or equipment. The City will not award to any contractor who is not qualified under applicable Federal, State and local laws and regulations.

Questions regarding this solicitation should be emailed to Kathy Chambers. Telephone or oral questions will not be accepted. ([kchambers@westhaven-ct.gov](mailto:kchambers@westhaven-ct.gov)).

An Affirmative Action/Equal Opportunity Employer, Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements. If the Affirmative Action Plan or Set Aside plan is not approved prior to the award of a construction contract, the City of West Haven will then need to retain 2% per month of the total contract value until the contractor has submitted an approved affirmative action plan to CHRO and CHRO has granted approval.

### INQUIRIES FOR CLARIFICATION

The city will not respond to the Respondent(s) request(s) for oral interpretation and/or clarification of the Solicitation Specifications for any reason. The city will respond to a Respondent(s) written request(s) for interpretation and/or clarification of the Solicitation Specifications. Questions regarding this solicitation should be emailed to Kathy Chambers. Telephone or oral questions will not be accepted. ([kchambers@westhaven-ct.gov](mailto:kchambers@westhaven-ct.gov)). The email should include in the subject line RFP (i.e. **2026-16 Engineering Services – Flood Walls & Storm Water Pump Station At the WPCA Facility & Main Pump Station**).

The body of the email should contain the question or clarification. Every interpretation made to a Respondent will be in the form of an Addendum or Question & Answer to the Solicitation Documents.

### ADDENDUMS TO THIS SOLICITATION

Any Addendum(s) to this solicitation document shall become part of the solicitation. Respondents are required to check the city website for addendum(s). Each respondent shall be bound by such addenda whether received/viewed by the respondent.

### SOLICITATION PROTEST

Any Solicitation protest must be submitted in writing. Respondents may file a written protest of the Solicitation results with the City's Purchasing Department. Protest must be submitted via email, [kchambers@westhaven-ct.gov](mailto:kchambers@westhaven-ct.gov).

The City will acknowledge receipt of a written protest. If the Purchasing Department representative has not acknowledged receipt of the protest by the close of business on the following days, please contact Kathy at the above phone number listed.

## SCOPE OF SERVICES

The selected firm shall provide **Phase II Detailed Design, Environmental Permitting Support, and Construction Bidding and Award Assistance**, along with all related technical services necessary to advance the **Flood Resiliency Infrastructure Improvements** for the **Water Pollution Control Facility (WPCF)** and **Main Pump Station (MPS)**, as outlined in the detailed scope of services and as requested by the City of West Haven.

Under **Phase II**, the Consultant will prepare comprehensive detailed design plans and technical specifications, advancing the project through structured design milestones at the **60% and 90% completion levels**. Each milestone shall include review workshops with City representatives to ensure alignment with project objectives, technical standards, and regulatory requirements.

The Consultant will also provide professional support throughout the **construction bidding and award process**, assisting the City with bid document preparation, contractor inquiries, addenda, and evaluation of bids.

Upon the City's authorization, the Consultant may also provide **construction phase services** under a future amendment to this agreement, including technical oversight, review of submittals, site observations, and coordination with the contractor and City representatives.

See additional Scope of Services in **Attachment 5.0**

Respondents shall meet the following minimum qualifications:

Hold a valid Professional Engineer (P.E.) license issued by the State of Connecticut.

Demonstrate proven expertise in coastal engineering and environmental permitting, particularly in shoreline resiliency and related regulatory processes.

Provide detailed descriptions of at least three comparable projects successfully completed within the past five (5) years.

The firm must demonstrate proven experience in coordinating with the **Federal Emergency Management Agency (FEMA)** and the **Connecticut Department of Energy and Environmental Protection (CT DEEP) Land, Water, and Reuse Division (LWRD)**. In addition, respondents shall submit proof of **current insurance coverage**, including **professional liability insurance**, that meets or exceeds the minimum requirements specified in this Request for Proposals (RFP).

## CONTRACT TERM

The term of the contract will be determined by the City of West Haven.

## CERTIFICATIONS AND LICENSES

Respondents must have a valid Connecticut business license throughout the solicitation process.

The awarded Respondent must maintain an active Connecticut business license. Failure to reinstate an expired license within 14 days of notice may result in contract.

If the service(s) that the respondent is providing requires a license, certification, or other form of qualification, documentation must be provided at the time of submission. It is the responsibility

of the respondent to maintain a license through the entirety of the project. Failure to maintain a required license, certification, or other form of qualification will result in an automatic void of the contract.

### PRICING

The pricing for this application shall include all applicable costs as outlined in the bid sheet or bid pricing document. Quantities or hours listed on the bid sheet are estimated and may be revised at the time of the award. In the event it is necessary to revise the quantities/hours, an increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis pricing. The estimation(s) noted in this solicitation are approximate (estimated only for use in comparing responses); and that the sums obtained by multiplying the Unit Prices by the estimated quantities, and the Total of these sums, are inserted for the purpose of checking this Solicitation and for the convenience of the respondent. The actual contract will be paid for the actual quantities ordered only.

Pricing should not include federal excise or state sales taxes. State Sales Tax is exempt under Connecticut General State Statute Sec. 12-412. The City is also exempt from transportation taxes when goods are consigned to the City. Tax Exemption certificates will be furnished by the Finance Department upon satisfactory proof of delivery to the Ci

### METHOD OF SELECTION

#### For RFP/RFQ's

Proposals will be evaluated based on the following criteria (max score 100 points):

|                                         |                 |
|-----------------------------------------|-----------------|
| Experience and Qualifications           | Up to 30 Points |
| Technical Proposal and Approach         | Up to 25 Points |
| Cost Proposal                           | Up to 25 Points |
| Sustainability and Environmental Impact | Up to 20 Points |

### COMMENCEMENT OF WORK-NO PURCHASE ORDER NO PAY

The City will not be responsible for payment of any work services performed or material(s) supplied by the successful respondent; before the Contractor receives a fully executed agreement and purchase order. Unless an emergency has been declared by the Mayor or Finance Director, who is duly empowered to do so, and the vendor receives written authorization from this individual to proceed. Note: Responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

The respondent(s) awarded shall not begin any work until:

An executed contract is signed by the City and the awarded respondent(s)

In executing the Agreement, the Awardee will be required to reaffirm and restate all representations made in its solicitation submission.

The failure of the Awardee to execute such Agreement, pay any taxes due, to supply the required bonds or submit the Certificate of Insurance, (10) days after the prescribed forms are presented for signature, or within such extended period as the City grants based upon reasons determined sufficient by the City, shall constitute a default and the City reserves the right to any remedies

available at law or in equity including pursuit of solicitation bond. The City may either award the Contract to the next responsible respondent or re-advertise the solicitation.

Once a contract is executed the City department responsible for requesting the work will issue Notice to Proceed.

A Purchase order is issued for the work

The PO Number must be listed on all invoices associated with the project.

#### BID PREFERENCE FOR LOCAL VENDORS

Does the bid preference for local vendors apply to this solicitation? No

For the purpose of this section, "city-based business" shall mean a business with a principal place of business located within the City of West Haven. A business shall not be considered a "city-based business" unless evidence satisfactory with the purchasing agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in West Haven.

Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the solicitation.

To be considered a City Based Business you must submit satisfactory proof to the Purchasing Agent of your current City of West Haven address. Some examples of proof include are, but not limited to:

Proof of payment of City of West Haven Real Estate tax bill(s)

A current, long-term lease in the City of West Haven

Proof of payment of City of West Haven Personal Property tax bill(s)

The Local Preference ordinance can be found in Section 42-8 [Award of Contract], B2 “Bid preference for local vendors.”. Please review for further details.

#### CHRO LANGUAGE

Does CHRO guidelines apply to this project? No

For contracts valued at over \$150,000, state law requires the contractor, general contractor, or construction manager at risk to set a goal of twenty-five per cent (25%) of the state-funded portion of the contract for award to eligible subcontractors holding the current small business enterprise (SBE) certification from the DAS under the provisions of C.G.S. 4a-60g. Of the portion of contracts set aside for SBE's, a goal of twenty-five percent (25%) (or 6.25% of the value of the entire contract funded by the state) must be set aside for awards to eligible contractors holding current minority business enterprise certification (i.e.: DAS certified

Minority (“MBE”), Women (“WBE”) and/or Disabled (“DisBE”) owned businesses). The contractor, general contractor, construction manager at risk must make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such projects.

An Affirmative Action Plan or Set Aside plan must be filed within 30 days following the intent to award notice and must be approved by the CHRO prior to the award of the construction contract. (Note: Please contact the Contract Compliance Unit at 860-541-4709 to determine which plan is required)

#### PREVAILING WAGES

Does the prevailing wage apply to this project? No

#### BID BOND

Is a bid bond required for this project? No

If marked yes, 5.00% Bid Bond for projects exceeding is due at time of bid submission for **construction section** of this RFP

#### PERFORMANCE BOND

Is a performance bond required for this project? No

If marked yes, 100.00% Performance Bond is required. The respondent selected will furnish the City with this bond within 5 days of being awarded the contract for the **construction section** of this bid.

#### LABOR AND MATERIAL BOND

Is labor and material bond required for this project? No

The successful Contractor shall furnish a **Labor and Material Bond** in an amount equal to **one hundred percent (100%) of the contract price**. The bond shall be executed by a surety company licensed to conduct business in the State of Connecticut and acceptable to the City of West Haven.

The purpose of this bond is to ensure payment for all labor performed and materials furnished in connection with the project, as required by **Connecticut General Statutes §49-41 and §49-42**.

The bond shall remain in full force and effect until completion and final acceptance of the project, including any warranty or maintenance period specified in the contract documents.

The Contractor shall submit the executed Labor and Material Bond to the City within **ten (10) calendar days** of the Notice of Award and prior to execution of the formal contract. No work shall commence until the required bond has been received and approved by the City.

For the **consulting section** of this RFP a labor and material bond is not required.

#### FEDERAL FUNDING REQUIREMENTS.

Is this project using or may possibly use federal funding? No

If marked yes, the respondent will need to have a Unique Entity Identifier (UEI) on file, active, for public view at the time of award. For a municipal project funded by the federal government, the UEI is a mandatory identifier for any entity doing business with the federal government, including contractors. The UEI is obtained through the System for Award Management (SAM.gov) and is used to uniquely identify entities for awards, grants, and other forms of federal financial assistance, making it essential for eligibility and participation

## INSURANCE REQUIREMENTS

Prior to the commencement of the work, and as a condition of site access, the Respondent (referred to hereinafter as the “Contractor”) shall deliver to the City of West Haven (referred to hereinafter as the “Owner”) a valid and currently dated Certificate of Insurance (COI).

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted doing business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverage’s carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. At a minimum, the COI shall indicate that the following coverages and limits are in place:

### Commercial General Liability: Minimum Limits Required

| Insurance Amount | Liability Category                       |
|------------------|------------------------------------------|
| \$2,000,000      | General Aggregate                        |
| \$2,000,000      | Producers/Completed Operations Aggregate |
| \$1,000,000      | Each Occurrence                          |
| \$1,000,000      | Personal and Advertising Injury          |
| \$100,000        | Fire Damage – Any One Fire               |
| \$5,000          | Medical Expense – Any One Person         |
| \$2,000,000      | Professional Liability                   |

The Owner (The City of West Haven and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions) and the State of CT, will be included as an Additional Insured onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a primary and non-contributory basis and include completed operations coverage.

The CGL policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor’s right of recovery against the Owner (the City of West Haven (and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions).

Business Auto / Commercial Auto Insurance – Minimum Limits required  
\$1,000,000 Liability.

The Owner (The City of West Haven and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions) will be included as an Additional Insured onto the Commercial Auto/ Business Auto policy carried by the Contractor. The Business Auto / Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor’s right of recovery



against the Owner (the City of West Haven, and all its elected or appointed directors, officials, employees and members of all its boards and commissions).

Workers Compensation/Employers Liability Insurance

Coverages and limits as required by law Connecticut State law

Employers Liability Limits:

500,000 each accident

500,000 aggregates for injury by disease

500,000 each employee for injury by disease

The Workers Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions).

Umbrella Liability/Excess Liability: Minimum Limits required:

5,000,000 Each Occurrence

5,000,000 General Aggregate

Policy will provide excess coverage over the Commercial General Liability, Business Auto and Workers Compensation/Employer Liability policies carried by the organization

The Umbrella / Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all its elected or appointed directors, officers, officials, agents, employees and members of all its boards and commissions).

The State of Connecticut must be included as additional insured on Umbrella Liability insurance.

It is the responsibility of the respondent awarded, to maintain insurance during the duration of the project. The vendor must submit the renewed insurance on a yearly basis (prior to expiration date)

### GUARANTEE & WARRANTY

All parts and labor related to contracts must be guaranteed and include a 12-month warranty from the date of acceptance by the City. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate on the proposal prices. Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.

### NO LIMITATION ON LIABILITY

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers Compensation acts, disability benefits acts or other employee benefit acts.

### INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, as well as the State of Connecticut, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

### OTHER TERMS AND CONDITIONS

1. Respondents are responsible for all the costs incurred in preparing their submissions.
2. The city will make all interpretations and supplementary instructions, in the form of an addendum posted on the city website.
3. Within three (3) days of the published date for a bid opening, the City will not issue any solicitation addendums, except if it needs to extend the date of the bid opening.
4. Respondents must complete and sign all bid forms in their entirety (including signature and notarization) by an authorized person.
5. All bid forms must be filled out in ink, or be typewritten, and signed.
6. Please also note that, if the City decides to award this RFP to a particular respondent, the City will require that respondent to follow relevant standard contract documents.
7. The City may reject a bid if the Bidder's historical performance, in the City's sole opinion, has been unsatisfactory in any manner, or if the Bidder has disregarded, habitually or otherwise, its obligations to subcontractors, suppliers, or employees.
8. The city will maintain all records of this RFP selection process as required by state and local law and make them available if and as requested.
9. The City of West Haven will withhold a five percent (5%) retainage fee from the contracted amount until work is completed, and all necessary documents have been submitted to the City of West Haven for the project closeout.

ATTACHMENTS TO THIS SOLICITATION

City Disclosure form

City Vendor Form and W-9

Excel Document for Pricing

Additional Scope of Services – 5.0