

REQUEST FOR PROPOSALS

Americans with Disabilities Act, Transition Plan for Public Rights of Way

The Town of Canton, Connecticut, including its Land Use and Public Works Departments, (hereinafter “Town”) are seeking professional services to develop and public a Transition Plan for Public Rights of Way (ROW) to comply with the Americans with Disabilities Act (ADA).

According to the Connecticut Department of Transportation (CTDOT) “ADA Title II, all State and local governmental agencies shall provide access to its facilities, programs, and services for persons with disabilities. As part of the ADA regulation requirement, a self-evaluation shall be conducted to ensure local governments identify the facilities, programs, and services that need modification or relocation to provide access and equal opportunities for people with disabilities within their jurisdiction.”

Within the Town of Canton it is estimated that approximately 34,200 linear feet of sidewalk and approximately 76 curb ramps exist within the ROW.

Scope of Work

The selected consultant(s) will be directly responsible for developing an ADA Transition Plan compliant with ADA Title II, that includes the following:

- An inventory of barriers or physical obstacles (See 28 CFR 35.150(d)(3)(i) & 28 CFR 35.150(a));
- A description of the methods to be used to achieve accessibility (See 28 CFR 35.150(d)(3)(ii));
- A schedule to eliminate the barriers and address deficiencies (See 28 CFR 35.150(d)(2) & 28 CFR 25.150(d)(3)(iii));
- The official that will be responsible for the Plan’s implementation (See 28 CFR 35.150(d)(3)(iv)).

As part of meeting this scope, the selected consultant will, at a minimum, conduct the following activities:

Inventory

- Develop a geodatabase and related base mapping to serve as the basis to conduct a town-wide inventory of existing sidewalks and curb ramps.
- Spatially located sidewalks and curb ramps and attributed information, including preliminary compliance information.
- Create a complete a baseline inventory and preliminary ADA assessment of existing curb ramp locations.
- Incorporate any previously completed or planned improvements into the program for both sidewalk and curb ramp networks.

Demand and Prioritization

- Assign a priority tier system identifying high, medium, and low priority locations throughout the network.
- Develop a schedule of improvements.
- Present an understanding of the Town’s pedestrian network and develop an approach to conducting future assessments.

- Utilize GIS-centric mapping and reporting, including large format mapping identifying sidewalk and curb ramp locations, materials, condition, and compliance status.
- Provide a technical memo of inventory, assessments, and demand.

Assessment and Field Measurement

- Confirm and assess conditions for existing curb ramp locations for ADA compliance attributes.
- Attribute information to be collected as part of this task is expected to include at a minimum:
 - Spatial Location
 - Material Type
 - General Condition
 - Crosswalk Presence
 - Maintenance Concerns
 - Obstructions
 - ADA Compliance
 - Slope of Ramp and Landing
 - Transitions
 - Photograph
- Technical memo summarizing findings of inventory.

ADA Self Evaluation and Transition Plan Documentation, ADA Self-Evaluation Reporting

- Utilizing the information compiled above prepare the ADA Self-Evaluation and Transition Plan related to sidewalks and curb ramps to the standards outlined in Title II and Section 504.
- Identify the existing programs, policies and accessibility services that may be in place relative to the public pedestrian right of way and the requirements of the ADA and organize them in a manner to meet the requirements of the self-evaluation documentation.
- Provide any necessary recommendations to ensure town programs and policies will comply.
- Conduct a project meeting with the Town to discuss facets of the Self-Evaluation and measures necessary to enhance the Town's ADA program.
- Develop a schedule of improvements and systematic repairs based on assigned levels of priority in a format for the Town to maintain and revise annually.
- Develop order of magnitude cost estimates for recommended improvements based on CTDOT standards.

All work, as applicable is expected to utilize GIS-centric mapping and reporting, including large format mapping identifying sidewalk and curb ramp locations, materials, condition, and compliance status.

Resultant work products shall be created in a manner that can be immediately integrated into the Town's GIS and Pavement Management Systems.

Submission of Proposal

A complete digital copy of a proposal describing the consultant, its experience in regard to scope of work with examples of such projects, special expertise and strengths, and a fee schedule must be submitted **by 4:30p.m., Thursday, May 23rd, 2024** to: Chief Administrative Officer of the Town of Canton, 4 Market Street, Collinsville, CT 06019.

All proposals and other material submitted to the Town of Canton will be retained by the Town and will not be returned to prospective consultants responding to this Request.

Responses should describe the following:

- (1) The general and special skills of the consultant firm;
- (2) The experience of the consultant in regard to projects of this nature;
- (3) The project director, personnel who will be actively involved in the project including additional personnel who will be available and may become involved in the project;
- (4) The professional qualifications of the person or personnel who will be involved in the project;
- (5) A proposed lump sum fee, based on a detailed hourly fee schedule;
- (6) 4 references;
- (7) A list of municipalities, inclusive of contacts, for which similar services are currently being provided or have been provided;
- (8) Certificate of liability insurance; and,
- (9) Any additional information that will assist in evaluating the qualifications of the Consultant.

Consultants with questions regarding the submission requirements may contact the below individual *via email only* (telephone inquiries related to proposal requirements shall not receive a response):

Neil S. Pade AICP,
Director, Planning and Community Development
Town of Canton
npade@townofcantonct.org

Additional Responses

Interested Consultants may submit responses for portions of this RFQ or alternate proposals. Separate fees shall be provided for alternate proposals and any scope of work not included as part of this request. Alternate proposals must provide a clear description of tasks to be completed, a detailed approach in how such tasks will be completed, in addition to proposed deliverables.

Posting

An electronic copy of this request for proposals, along with any changes, will be posted on the Town web page (<http://www.townofcantonct.org>).

Addendum(s) to this RFP may be issued by the Town. When issued, addendum(s) will be posted on the Town's website under the "Request for Proposals" link. It is the Consultant's responsibility to check to see if RFQ addendum(s) have been issued by the Town and to ensure that its proposal addresses all addendum(s).

Selection of Consultant(s)

The Town of Canton is issuing this RFP for the purpose of determining the benefits of retaining consultants to provide the services described in this Scope of Services and reserves the right to reject any or all proposals and to amend this Scope of Services in the process of selecting a consultant.

Selected consultant(s) will immediately enter negotiations with the Town to formalize an executed agreement.

All submissions shall be final and binding on the consultant for acceptance by the Town for 120 days from the RFP closing date and time.

A consultant filing a proposal thereby certifies that no officer, agent or employee of the Town who has a pecuniary interest in this RFP neither has nor shall participate in the contract negotiations on the part of the Town, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other consultant of the same call for proposals, and that the consultant is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

Consultants must fully disclose, in writing to the Town on or before the closing date of this RFP, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the consultant were to become a contracting party pursuant to this RFP. The Town shall review any submissions by consultants under this provision and may reject any proposals where, in the opinion of the Town, the consultant could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the consultant were to become a contracting party pursuant to this RFP.

Consultants shall make all investigations necessary to inform it regarding the service(s) to be performed under this RFP.

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such person guilty of said misrepresentation or collusion. In the event that the Town enters into a contract with any consultant who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the Town may cancel said contract without incurring liability, penalty, or damages.

The Town reserves the right to waive informalities, non-material defects, or clerical errors in any proposal. The Town also reserves the right to reject any and all proposals, or any part of a proposal, when said action is deemed to be in the best interest of the Town. The Town reserves the right to negotiate with one of more consultants as it sees fit. Proposals will be evaluated based on what is in the best interest of the Town. Costs will not be the sole factor in evaluating qualifications. No contracts rights shall accrue to a consultant unless and until the Town and the consultant execute a binding contract.

All costs incurred in the preparation of the proposal will be borne entirely by the individual/ firm submitter.

All responses submitted become property of the Town.

All responses submitted information contained therein, and attached thereto shall be subject to disclosure under the Freedom of Information Act.

Small businesses and Minority and Woman Business Enterprises are encouraged to consider submitting qualifications for consideration. The Town is an Affirmative Action - Equal Opportunity Employer.

The individual or firm selected will be required to abide by the Town of Canton Municipal Code of Ethics.

Terms

Proposals shall be final and binding and may not be withdrawn or amended for one hundred and twenty (120) days from the date and time when proposal are due.

Selected consultants(s) shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits. Such coverage shall also include coverage for operations, completed operations, products and contractual liability insurance. Such policy shall name the Town of Canton as additional insured and shall be primary and noncontributory to any valid and collectible insurance carried by the Town.

Selected consultants(s) shall provide errors and omissions liability insurance covering the consultant and the Town against loss for financial damages resulting from legal expenses and costs the Town may incur by fines, and penalties assessed against the Town through administrative or judicial proceedings caused by errors or omission in the billing by the consultant in the amount of one million dollars (\$1,000,000) each wrongful act and \$1,000,000 in the aggregate.

Selected consultant(s) shall provide the Town with a certificate verifying such coverage before commencing services under this RFP. Such policy shall require thirty (30) days' notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. Any of the above insurance requirements may be waived at the discretion of the Chief Administrative Officer.

Any person contracting with the Town must, to the fullest extent permitted by law, indemnify, defend and hold harmless the Town and its agents and employees from and against all claims, damages, loss or expense including reasonable attorney's fees arising out of or resulting from the performance of the contract. Selected consultants shall pay any and all attorneys' fees incurred by the Town, its agents, or its employees, in enforcing any of the selected consultants' defense or indemnification obligations. In any and all claims against the Town, or any of its agents or employees, by any employee of a selected consultant, or anyone directly or indirectly employed by a selected consultant, or anyone for whose acts as a selected consultant is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or a selected consultant under Workers' Compensation Acts, disability benefits acts or other employee benefit acts.

Dated at Canton, CT this 23rd day of April, 2024.

Robert Skinner
Chief Administrative Officer