

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7270

FAX (860) 282-4857

PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV

TOWN OF EAST HARTFORD, CT INVITATION TO BID

BID #16-08

RE: R.F.P. – Daley Court Phase II Environmental Site Assessment & Hazardous Building Materials Survey Project (590 Burnside Avenue, East Hartford, CT)

Proposals will be received at the Office of the Purchasing Agent, Town Hall, 740 Main Street, East Hartford, Connecticut, 06108 until Monday, September 14, 2015 at 11 a.m. at which time they will be publicly opened and recorded.

There will be an optional pre-bid conference at Daley Court, 590 Burnside Avenue, East Hartford, CT on Wednesday, August 26, 2015 at 10:00 a.m.

Information and Specifications are available at the above office or on the Town of East Hartford bid's website at <http://www.easthartfordct.gov/bids>

The right is reserved to reject any or all bids when such action is deemed to be in the best interest of the Town of East Hartford, Connecticut

Michelle A. Enman
Purchasing Agent
(860) 291-7271



TOWN OF EAST HARTFORD, CT.

STANDARD INSTRUCTIONS FOR PROPOSAL

1. Sealed proposals will be received by the Purchasing Agent until the date and time specified on the title sheet. Proposals received later than the date and time specified will not be considered and will be returned unopened. **Proposals will not be accepted via fax or e-mail.**
2. All proposals will be opened and recorded and are subject to public inspection. Firms may be present or be represented at all openings.
3. Municipalities are exempt from any sales, excise or federal taxes. Fees must be exclusive of taxes and will be so construed.
4. The Town of East Hartford reserves the right to reject any or all proposals or any part of any or all proposals and to waive any informality when such action is in the best interest of the town and also reserves the right to extend an awarded proposal by mutual consent and negotiate any terms, conditions and prices if it is in the best interest of the town.
5. Firms should familiarize themselves with the items and/or conditions set forth in the Request for Proposal specifications. Failure to be informed will not be accepted as an excuse from fulfillment of the requirements.
6. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after an award if not part of the original proposal terms.
7. For professional services - a selected town committee will evaluate all responses and make a recommendation to the Mayor. **If deemed necessary** by the committee, an interview may be required as part of the selection process.
8. Please include a corporate resolution with your submittal. Sample formats for Corporations and Professional Corporations, Limited Liability Company and Partnerships (including Limited Partnership and Limited Liability Partnership) are attached in this packet.
9. Per Town Ordinance Sec. 10-10 (d): The Town shall not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation in which the bidder owns and interest is delinquent in tax obligations to the town.
10. The bidding entity is required to provide evidence from the Connecticut Secretary of State that they are in good standing and qualified to conduct business in the State of Connecticut.

INSURANCE REQUIREMENTS

A CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE AWARDED BIDDER

INSURANCE INDEMNIFICATION CLAUSE

The Town of East Hartford, CT is to be named as an “**additional insured**” and an additional insured policy endorsement must be submitted with the certificate of insurance and the nature of the project is to be stated on the certificate.

INDEMNIFICATION

AGENCY agrees to indemnify and hold the Town of East Hartford, CT harmless against and from any and all claims by or on behalf of any person arising from or in connection with:

A: Any act, error, omission, negligence or fault of **AGENCY** or any of its agents, servants, employees and sub-contractors.

B: Any accident, injury or damage whatsoever caused to any person occurring during the performance of this contract.

Further, the **AGENCY** agrees to indemnify and hold harmless the Town of East Hartford, CT against and from all reasonable costs, counsel fees, expenses and liabilities incurred in or with respect to any such claim and any action or proceeding brought thereon; and in any case any action or proceeding shall be brought against the contractor by reason of any such claim, contractor upon notice from the Town of East Hartford, CT agrees to resist and defend such action proceeding, unless **AGENCY** causes the same to be discharged and satisfied.

A. **GENERAL REQUIREMENTS**

The **AGENCY** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **AGENCY** obligations under this contract with an insurance company(ies) with an AM Best Rating of A-VII or better licensed to write such insurance in the State of Connecticut and acceptable to the Town of East Hartford, CT

The insurer shall provide the Town of East Hartford, CT with **Certificates of Insurance signed by an authorized representative of the insurance AGENCY(ies)** prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford, CT written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage. Such insurance or renewals or replacements thereof shall remain in force during the **AGENCY** responsibility under this contracts.

The **AGENCY** at the **AGENCY’S** own cost and expense, shall procure and maintain all insurance required and shall name the Town of East Hartford, CT as Additional Insured on all contracts, except Workers’ Compensation and Professional Errors & Omissions coverage’s.

B. SPECIFIC REQUIREMENTS:

1) Workers' Compensation Insurance

The **AGENCY** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with Limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

2) Commercial General Liability Insurance

The **AGENCY** shall carry Commercial General Liability Insurance (Insurance Services Officer Incorporated Form CG-0001 or equivalent). As per occurrence limit \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

3) Business Automobile Liability Insurance

The **AGENCY** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of \$1,000,000 is required. "Auto Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. **OTHERS: PROFESSIONAL SERVICES – ARCHITECTS, ENGINEERS, ET AL.**

The **AGENCY** shall carry Errors & Omissions coverage in the amount \$1,000,000 per occurrence for all **professional services contracts only**. If the insurance coverage is written on a claims made basis, an extended reporting period of at least 3 years after substantial completion of the project is required.

The Town reserves the right to amend amounts of coverage required and type of coverage provided based on work or service to be performed.

D. SUBCONTRACTOR'S REQUIREMENTS:

The **AGENCY** shall require its subcontractors and independent contractors to carry the coverages set forth in section B and C above and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work.

The **AGENCY** shall require that the Town of East Hartford, CT be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work.

The **AGENCY** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of East Hartford, CT, and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

RESOLUTION FOR CORPORATIONS AND PROFESSIONAL CORPORATIONS
(required)

(TO BE TYPED ON CORPORATION LETTERHEAD PAPER)

I _____, Secretary of _____
(Name of Corporation's Secretary) (Legal name of Corporation)
a Corporation duly organized and operating under the laws of _____ and
(State)

Qualified and authorized to do business in the State of Connecticut, DO
HEREBY CERTIFY that the following is a true, correct and accurate copy of a
Resolution duly adopted at a meeting of the Board of Directors of such
Corporation, duly convened and held on _____, at which meeting
a duly constituted quorum of the Board of Directors was present and voted in
favor of such Resolution. I further CERTIFY that such Resolution has not been
modified, rescinded or revoked since the date on which it was enacted, and it is
at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one
them: _____

_____,
(Name and title of Officer or Officers)
is empowered to execute and deliver in the name and on behalf of this
Corporation contracts, bids and other documents to the Town of East Hartford, State of
Connecticut, and are further authorized to affix the Corporate Seal to such documents and to
bind the Corporation to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the
Corporate Seal of the Corporation, this _____ day of _____.

(Affix Corporate Seal Below)

(Typed name of Corporation's Secretary)

SIGNATURE OF SECRETARY

Resolution for Limited Liability Company (required)
(TO BE TYPED ON LIMITED LIABILITY COMPANY LETTERHEAD PAPER)

The undersigned, all of the members [or, if applicable, the managing member] of _____
(legal name of LLC)
A Limited Liability Company duly organized and operating under the laws of _____ and _____
(State)
qualified and authorized to do business in the State of Connecticut, DO

HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members of such Limited Liability Company, duly convened and held on _____, at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one them: _____

(Name and title of Members)

is empowered to execute and deliver in the name and on behalf of this Limited Liability Company, contracts bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this _____ day of _____.

Have all necessary parties sign and indicate their name and title, such as member, managing member etc..

Resolution for Partnership (including Limited Partnership and Limited Liability Partnership)
(required)

(TO BE TYPED ON PARTNERSHIP LETTERHEAD PAPER)

The undersigned, all of the partners (or, if a Limited Partnership, all of the general partners, or if a Limited Liability Partnership, all of the partners) of _____, a partnership (or, if applicable, a Limited Partnership or Limited Liability Partnership) duly organized and operating under the laws of _____ and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the voting partners of such partnership duly convened and held on _____, at which meeting a duly constituted quorum of the voting partners was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following partners, or any one of them: _____

_____,
(Name and title of Partners)

is empowered to execute and deliver in the name and on behalf of this partnership, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the partnership to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have signed this resolution on, this _____ day of _____.
(day) (month and year)

Have all necessary partners sign and indicate their name and title, such as partner, general partner, etc.

**RFP Phase II Environmental Site Assessment
& Hazardous Building Materials Survey Project
590 Burnside Avenue, East Hartford, CT (Daley Court)**

Details:

The Town of East Hartford, utilizing DAS Contract Award 12PSX0097 is soliciting work plans and fee proposals for conducting a Phase II Environmental Site Assessment and Hazardous Building Materials Survey.

Property Description

The assessments will be conducted on a 1.42 acre parcel located at 590 Burnside Avenue that was most recently used as senior housing and has been vacant since 2002. The parcel is occupied by six, single-story, brick façade, vacant buildings. The combined square footage of the buildings totals approximately 14,200 square feet.

Project Scope

The work will be funded under a Brownfield Assessment Grant awarded by the Connecticut Department of Economic and Community Development (DECD).

The overall objective of this project is to evaluate the environmental condition of the property. Scope of the project includes the following:

- Preparation of a Phase II ESA in accordance with ASTM E1903-11 and CT DEEP Site Characterization Guidance Document (SCGD). The purpose of the Phase II ESA is to collect information to determine whether or not a release has occurred at any AOC the project LEP considers necessary to develop and incorporate into the conceptual site model moving forward with site assessment.
- Provide a detailed scope of work to include professional services; subcontractors; method of sample collection; number of samples collected; type of lab analysis performed on each sample; and cost breakdown of each sample.
- Preparation of a Hazardous Building Materials Survey inclusive of all State of Connecticut and Federal regulations.
- Draft Phase II Report for distribution and review to allow for one round of comments by the Town prior to finalization.
- Final Phase II ESA report prepared in accordance with CT DEEP SCGD documenting all sampling activities and analytical results, identification of risks to human health and the environment, conclusions and recommendations and preliminary remedial alternatives with cost estimates to be submitted under separate cover.
- Final report for Hazardous Building Materials associated with building structure, with recommendations for abatement action and cost estimates as needed.

A Phase I Assessment was performed by Diversified Technology Consultants (DCT) in April, 2015. A Hazardous Building Materials Survey was performed by EnviroScience Consultants in March 2000. These reports are available for review on the Town's Development Department website at <http://www.easthartfordct.gov/grants-administration> under "Links" on the left side of the page.

All proposals and work plans will be reviewed by the Town of East Hartford and the Office of Brownfields Redevelopment for DECD to determine if activities will meet stated objectives of the project before the start of

environmental site assessment activities. The scope of services will be modified as site conditions warrant. Sampling activities must be adequate to determine whether or not a release has occurred at each AOC and to identify preliminary remedial options and associated cost estimates, if necessary.

NOTE: Since preparation of the Phase I ESA, original blueprints for the structures have been located, showing gas-fired boilers as the heating source, thereby eliminating the need to search for an underground storage tank (UST) or any associated ESA related thereof. **LEPs are encouraged to review the Phase 1 ESA and render their own conclusions and develop a scope of work accordingly.** These blueprints are also available at the website stated above.

All work will be consistent with appropriate state guidelines, and must be approved by the Town prior to implementation. The proposed work will follow accepted practice guidelines for environmental assessments and brownfield redevelopment, including DEEP laboratory analytical methods, ASTM International standards, and State Department of Health requirements. Use of cost- and time-saving equipment and methods is encouraged if the quality of data and results is adequate and defensible in court.

A site visit will be conducted on Wednesday, August 26, 2015 at 10:00 a.m. at the project site (590 Burnside Ave, East Hartford, CT).

Please forward proposals to: Michelle Enman, Purchasing Agent, Town of East Hartford Purchasing Department, 740 Main St., East Hartford, CT 06108. All proposals are due by 11:00 a.m., Monday, September 14, 2015. It is the intent of the Town to retain the selected candidate/firm within 10 days of submission of proposals. The Town reserves the right to reject all submissions. Technical Questions concerning this Request for Proposals should be submitted in writing by fax or email to Town of East Hartford, Eileen Buckheit, Project Manager, RE: 590 Burnside Ave., East Hartford Phase II Assessment RFP at 860-289-3094 or email at ebuckheit@easthartfordct.gov. Purchasing related questions should be submitted to Michelle Enman, Purchasing Agent by email at menman@easthartfordct.gov.

"An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply."