

MARCIA A. LECLERC
MAYOR

PURCHASING DEPARTMENT

TOWN OF EAST HARTFORD

740 Main Street
East Hartford, Connecticut 06108

(860) 291-7271

FAX (860) 282-4857

**TOWN OF EAST HARTFORD, CT
INVITATION TO BID**

BID #20-09

RE: R.F.P. – On-Call Engineering Services

Proposals will be received at the Office of the Purchasing Agent, Town Hall, 740 Main Street, East Hartford, Connecticut, 06108 until **11 A.M. ON Wednesday, November 6, 2019** at which time they will be publicly opened and recorded.

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

BID #20-09

**REQUEST FOR PROPOSALS (RFP) FOR PROVIDING
ON-CALL ENGINEERING AND RELATED SERVICES
TO THE TOWN OF EAST HARTFORD'S
PUBLIC WORKS ENGINEERING DIVISION**

**Issued by: Public Works Department
Engineering Division
Town of East Hartford
740 Main Street
East Hartford, CT 06108**

**Technical Contact: Douglas Wilson, P.E.
Town Engineer
(860) 291-7380**

**Proposal Due: 11 a.m., November 6, 2019
Deliver to the Purchasing Department, lower level, Town Hall**

**Michelle Enman
Purchasing Agent
Town of East Hartford
740 Main Street
East Hartford, CT 06108
(860) 291-7271**

**TOWN OF EAST HARTFORD
REQUEST FOR PROPOSALS (RFP) FOR PROVIDING
ON-CALL ENGINEERING AND RELATED SERVICES
TO THE TOWN OF EAST HARTFORD'S
PUBLIC WORKS ENGINEERING DIVISION**

1. Description and General Information:

The Town of East Hartford (the Town) is inviting Consulting firms to submit their firm's qualifications and rate schedule to provide engineering and related services on an as-needed or "on-call" basis. The Town is seeking multiple consulting firms (minimum of two) to provide on-call engineering services. It is the Town's intent to enter into contracts with qualified firms to provide services on an as-needed basis. The nature of this assignment is to assist the Engineering Division staff by providing services in a timely manner as requested. The term of the assignment will be three years renewable to a total maximum period of five years or for a total value of \$150,000 worth of task-order fees per firm, which-ever occurs first. See Section 9.

The Town will have sole discretion as to which projects, if any, will be assigned to a Consultant. The Town has separate "on-call" agreements for land surveying as well as architectural services and reserves the right to utilize any of the "on-call" agreements for all or portions of a project. In the event the Town does utilize a different "on-call" firm for a portion of the work, the Town will supply the Consultant with the necessary information required to complete the Consultant's scope of services with respect to the engineering services. The Consultant will also be required to coordinate their efforts with other Consultants the Town has retained.

The Town reserves the right to advertise by competitive bid or request a proposal for any project it deems appropriate. The selected Consultants will be afforded an opportunity to submit proposals on any advertised RFP outside the scope of this assignment. All work performed under this contract shall be under the direction of a professional engineer, licensed in the State of Connecticut.

2. Scope of Services:

The selected Consultants will be required to provide comprehensive engineering and related services (site, civil, traffic, mechanical, structural, environmental, electrical, geotechnical or any other specialty) required by an assignment.

The successful Consultants must be thoroughly familiar with State of Connecticut Department of Transportation (DOT) design standards, DOT Rights-of-Way, DOT Construction Guidelines, Connecticut building code and all applicable local, state, and federal codes. The Consultant shall also have sufficient personnel to ensure that all work can be done in a timely manner.

At a minimum, selected Consultants must be able to provide the following:

- Land surveying and related services
- Environmental assessment and State of Connecticut Department of Energy and Environmental Protection (DEEP) Licensed Environmental Professional-related services
- Inland wetland delineation, soil scientist, and wetland biologist-related services
- Geotechnical engineering, and related subsurface investigation-related services
- Civil engineering and related design services including but not limited to: roadway, storm drainage, culvert, hydrology, soil erosion and best management practice, and hydrology/hydraulic analysis to develop construction plans, specifications, and cost estimates
- Right-of-Way and Easement acquisition assistance which includes map preparation, title search, property appraisal, and negotiation services
- Building-related services which include but are not limited to: mechanical, electrical, and plumbing design and related services
- Comprehensive structural engineering, inspection, and evaluation services
- Landscape architecture and related services
- Traffic Engineering, Pavement Design and related services
- Permit assistance which will include preparing all required permits, meeting attendance, and presentations for Local, State, Federal, and Railroad permits
- Environmental engineering services
- Bidding assistance which will include preparing all bid documents requested by the Town, bid evaluation, and responding to requests for information from prospective bidders
- Construction consultation services
- Construction inspection, administration, and testing services

Attachment A provides a more detailed description of particular tasks representative of on-call assignments and the level of detail expected from the Consultant.

3. Project Management:

The Managing Authority for this project will be the Division of Engineering. The Consultants will report to the Town Engineer or his designee.

The Consultant will provide and maintain project files, status reports, payment records, inspector's daily reports, schedules, bid summaries, delivery receipts, miscellaneous correspondence, etc.

4. Terms & Conditions:

The Consultant must be willing to adhere and agree to the following conditions of the Town for work, and they must have a positive statement to that affect in their proposal:

1. The Consultant must have, or must open an office in the vicinity of the East Hartford area. The actual or proposed location of the office must be identified in the proposal.

Travel time between the Town and the Consultants' office will not be considered a reimbursable expense.

2. Have personnel reserve sufficient to assure task continuity, and agree that all personnel proposed are committed for the full duration of the contract. If a change is required, the Town shall be notified and will judge whether the substitution will impair the success of the project.
3. Agree that all sub-consultants hired by the Consultant must be included in the credentials submitted with the proposal and must be approved by the Town prior to working on any project.
4. Agree that all work produced under this agreement is to become the property of the Town of East Hartford and to turn over to the Town all original documents upon completion or demand.
5. Agree to accept management direction from the Town and, specifically, the Managing Authority.
6. Agree to conform to all applicable laws, ordinances, and statues of the Federal Government, State of Connecticut, and Town of East Hartford which includes but are not limited to the following:
 - Signing and ink stamping of the plans by the appropriate professional licensed in the State of Connecticut
 - Civil Rights Act of 1964, as amended
 - Executive Orders numbers 1 & 3 of the State of Connecticut
 - Federal Labor Standards (29 CFR Parts 3, 5, and 5a) Davis Bacon Act, as amended (40 USC 327-330)
 - Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor regulations (20 CFR - Part 3)
 - Flood Disaster Protection Act (PL 93-29 1)
 - Hatch Act (Title 5 USC Chapter 15)
 - Section 504 of the Rehabilitation Act of 1973
 - Immigration Reform and Control Act of 1986
7. Agree that the Town reserves the right to terminate the contract at any time with the assurance that the Consultant shall be entitled to reimbursement for any services rendered prior to Receipt of Notice of Termination
8. Provide a statement that the applicant has no conflicting financial interests and is qualified to perform the services
9. Provide a statement that the applicant, if selected, agrees to not appear before any board or commission of the Town of East Hartford representing a client other than the Town during the duration of the contract

5. Selection Procedure:

All proposals submitted in response to this RFP will be reviewed against criteria listed in Section 6 and award of the contracts shall be made in accordance with the Town's purchasing procedures. A selection shortlist of Consulting Engineers submitting RFP's will be invited to an interview with, and to make a detailed presentation to the Selection Committee. Short-listed firms will be notified of the location and the time of interview at a later date.

A Selection Committee composed of Town staff will assist the Managing Authority in selecting Consultants to provide the requested services. The Town intends to award a contract to the most responsible Consultants, or to the Consultants whose proposal is determined to be in the best interest of the Town. The Town reserves the right to reject or modify any proposal or parts thereof for any reason, to negotiate changes to the proposal terms and to waive minor inconsistencies within this RFP.

6. Criteria for Selection:

Proposal packages will be evaluated in accordance with the following criteria:

- The Consultant's demonstration that the firm and the personnel assigned to the assignment have adequate experience with similar on-call assignments.
- The Consultant's demonstration that the firm has adequate depth of staff and other resources to provide responsive and comprehensive services throughout the contract duration.
- The Consultant's demonstration that they understand the services required to be provided for the on-call assignment.
- Competitiveness of the Consultant's fees compared to the other firms that submitted for the assignment.
- Completeness of the proposal package with all of the information requested within the RFP.

7. Insurance:

The awarded Consultants will be required to furnish evidence of the insurance coverage within ten (10) days from the notification of the contract being awarded. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. All renewal certificates shall be furnished at least ten (10) days prior to the policy expirations. See *INSURANCE AND INDEMNIFICATION REQUIREMENTS* above for minimum insurance requirements.

8. Additional Information and Revisions to Proposals:

Information may be provided to responsible respondents who anticipate submitting a proposal for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Consultants shall be afforded fair and equal treatment with respect to access to additional information and revisions of the proposals.

9. Duration of Contract:

- The agreement for on-call services will expire three (3) years from the date of contract signing with an option to extend by mutual written agreement of both parties for two (2) one-year increments. In no event will the contract exceed a total duration of five (5) years. The Town reserves the right to negotiate contract fees at the time of a renewal.
- The contract shall be limited to fees not exceeding \$150,000.00 over the period of the entire contract of not more than five years, whichever comes first, per Town Ordinance Sec. 10-6(a)

10. Proposals:

Consultants wishing to be considered for this assignment should submit their qualifications on United States General Services Administration standard form 330 along with other information specified within the organization and content portion of this section.

All proposals must be received by **November 6, 2019 at 11 a.m.**

Three (3) copies (one original, two copies) of the proposal shall be submitted in a sealed envelope to:

**Michelle Enman, Purchasing Agent
Town of East Hartford
740 Main Street
East Hartford, CT 06108**

Proposals shall be plainly marked on the sealed envelope:

“Bid 20-09 Request for Proposals – On-Call Engineering Consultant”

Technical questions about this request for proposal may be directed to Douglas Wilson, P.E. Town Engineer, at 860-291-7380. All other questions are to be directed to Michelle Enman, Purchasing Agent, at 860-291-7270.

Proposal Organization and Content: (The proposal submitted shall follow the format below)

1. Cover Letter – this letter of transmittal shall include a statement accepting the terms and conditions specified within section 4 of this request for proposals.
2. Project and Assignment Understanding – This section will convey the Consultant understands of services to be provided under this assignment to the Town.
3. Firm information – This section shall include general information on the firm, information on all proposed sub-consultants, firm brochure, and a minimum of three client references with their contact information. This section will also include a detailed statement indicating the organizational structure under which the firm proposes to conduct business. The relations to any “parent” firm or subsidiary firm, with any of the parties concerned must be clearly defined.
4. Personnel and organizational structure – This section shall include an organizational chart of the personnel and sub-consultants that are intended to be allocated to this assignment. This section shall also include resumes, qualifications, and experience of the personnel identified within the organizational chart.

5. Experience – Provide a concise description of the firm’s experience including, but not limited to, the following:
 - Experience related to services noted within the scope of services
 - Experience with finding cost-saving/cost-effective solutions
 - Experience with providing timely and responsive services on similar assignments
 - Experience with providing environmentally sensitive solutions
 - Qualifications and experience of sub-consultants intended to be used on the project
 - Examples of effective services rendered during the construction phase of project designed by the firm
6. GSA Form 330 – Filled out with information relevant to this request.
7. Consultant Fees on the form provided within attachment B and Reimbursable Schedule. (All markups shall be clearly identified.)
8. Services expected by the Consultant from the Town, exclusions, and any other material the Consultant feels appropriate to submit.

ATTACHMENT A

TYPICAL TASKS AND EXPECTATIONS

1.0 SAMPLE PROJECTS:

The list below is a partial list of recent projects assigned to the on-call engineer and is meant to be representative of the nature of assignment. Once a task is identified by Town Administration and assigned to the Engineering Division, the selected Consultant is expected to quickly assemble the proposal and complete the work identified. The on-call engineer's role is to supplement Town staff's experience and to meet project deadlines.

1.1 Provide assistance with preparing Capital Improvement Project (CIP) requests for preparation of the annual Town Budget.

- Scope project with Town, prepare task order proposal within a week's time.
- Collect and review available mapping, prepare a preliminary design plan or report for review
- Prepare a cost estimate based on the preliminary design plan or report.
- Prepare a fee estimate for full design plans and bid documents.

1.2 Provide pavement design and subsurface exploration services for Town parking lots or roadways.

- Scope project with Town, prepare task order proposal within a week's time.
- Collect and review available mapping, prepare a plan for exploration and sampling.
- Implement exploration plan analyze results and prepare a report noting findings and proposed pavement design.

1.3 Provide assistance with preparing design plans for retaining walls.

- Scope project with Town, prepare task order proposal within a week's time.
- Collect and review available mapping; collect field survey information
- Prepare and implement a subsurface exploration plan with geotechnical engineer's recommendation
- Prepare design plans, bid documents, and cost estimate.
- Assist with local permitting and project bidding.
- Review Contractor shop drawings.

2.0 EXPECTATIONS:

The list below represents some general minimum expectations of the Town and is not intended to be a comprehensive list. At the scoping of each assignment, the Consultant's expected level of detail and degree of effort will be conveyed by the Town to the Consultant.

2.1 Design:

- All preliminary plans and contract documents must be submitted to the Town of East Hartford for review and comment. The preliminary set of contract documents will incorporate all pertinent Town of East Hartford standard contract sections. Also, an itemized cost estimate must accompany each submission.
- After final approval by the Town of East Hartford of all revisions to the preliminary submissions, a final set of the construction drawings, specifications, cost estimates, construction schedules, and contract documents will be prepared and submitted to the Town.
- All design work shall be certified by a Professional Engineer licensed by the State of Connecticut or another appropriate professional for each assignment.

2.2 Construction Inspection:

- At the scoping meeting for each individual inspection assignment, the Town will specify the required qualifications for the individuals assigned to inspect a project. At a minimum, inspectors shall have National Institute for Certification in Engineering Technologies (NICET) level 2 and New England Transportation Technician Certification Program (NETTCP) Concrete Inspector (CI) and Hot Mix Asphalt Paving Inspector (HMAPI) certifications. The Inspector shall have substantial prior experience and understanding of the practices and principals required for each of the projects. A thorough understanding and comprehension of each project's plans and specifications will also be required.
- If requested, the selected Consultant will provide an inspector(s) to monitor construction activities. The inspector will be required to enforce the plans and specifications, make measurements for payment, report to the Division of Engineering weekly on project status and maintain project schedules.
- At a minimum, daily logs will be kept by the Inspector which will briefly summarize the day's activities. The Town will prescribe or will solicit a recommendation from the Consultant minimum inspection and documentation effort for each assignment.
- The Inspector will maintain a safe working environment within his/her area of responsibility. Proper traffic detouring and pedestrian safety will be coordinated by the Inspector.
- The Inspector will hold a semi-final inspection. A review of that project will be performed with the Town of East Hartford and a punch list of items to be corrected will be developed by the Inspector.

2.3 Construction Survey:

- If required, the Consultant will be responsible for all required stake-out and / or construction layout for the project.
- All bench marks as shown on the plans shall be field-verified. All merestones (Town of East Hartford or private), iron pins, etc., shall be shown on the plans and all Town merestones shall be crossed and tied.
- All survey work shall be certified by a surveyor licensed by the State of Connecticut.

2.4 Construction Project Management:

- Fiscal Management - The Consultant will be responsible for tracking construction activities. Monthly Reports will be typed and submitted to the Town of East Hartford for payment to the construction contractor. Construction contractor payment disputes relating to the construction contract will be resolved by the Consultant with final approval from the Town. All change orders will be submitted by the Consultant with prior acceptance of the construction contractor. The Consultant will be the negotiating agent for the Town in determining reasonable and mutually-agreeable prices between the Town and the construction contractor for all additional work. The Town will make the final approval for all additional work.
- Status Report - The Consultant will be reporting formally to the Town of East Hartford monthly. A Project Management Report will be submitted which will outline the activities completed, any variance from the plan for the previous month and planned activities for the upcoming month.
- Project Coordination - The Consultant will coordinate the activities of the construction contractor, surveyors, inspectors, utility companies and others to insure conformance to the project schedules. Advance notification to utility companies shall be made in writing. The Consultant will hold a pre-construction meeting two weeks prior to the start of construction. The Consultant will be required to prepare all written communication relative to completion of the project. This will include requests for utility relocations and replies to questions from construction contractors, Town residents, and Town Departments.
- Record-Keeping - The Consultant shall submit copies of all project correspondence to the Managing Authority. In addition, the Consultant will maintain a duplicate set of files and a complete set of reproducible record drawings. Upon the completion of the contract, the Consultant will provide the Town with all test reports, inspections, field notes, measurements, material slips and other copies of material, including record drawings and pertinent data regarding the contract. These records shall be bound in chronological order, or as otherwise specified by the Town.

ATTACHMENT B

**CONSULTANT HOURLY BILLING RATE SCHEDULE
FOR ON-CALL ASSIGNMENT**

NAME OF ENGINEERING FIRM: _____

Please indicate your firm's hourly fees over the three-year period of the contract.

<u>Billing Category</u>	<u>Hourly Billing Rate</u>
<u>1.0 ENGINEERING RELATED:</u>	
1.1 Principal	_____
1.2 Senior Licensed Professional/Specialist	_____
1.3 Licensed Professional	_____
1.4 Senior Engineer/Designer/Planner	_____
1.5 Engineer/Designer/Planner	_____
1.6 Draftsperson/Technician	_____
1.7 Clerical/Researcher	_____
<u>2.0 SURVEY RELATED:</u>	
2.1 Chief of Survey	_____
2.2 Licensed Land Surveyor	_____
2.3 Survey Technician/Draftsperson	_____
2.4 Two (2) Person Survey Crew	_____
<u>3.0 CONSTRUCTION RELATED:</u>	
3.1 Resident Engineer (PE and/or NICET IV)	_____
3.2 Senior Inspector (NICET IV) / Construction Manager	_____
3.3 Inspector (NICET III)	_____
3.4 Field Technician/Inspector (NICET II)	_____

Sub-consultant fees shall be reviewed and approved by the Town on a case by case basis as needed by each task order assigned to the Consultant.

RETURN THIS PAGE WITH YOUR BID OFFER



TOWN OF EAST HARTFORD, CONNECTICUT

STANDARD INSTRUCTIONS FOR BIDDERS

1. Sealed bid proposals will be received by the purchasing agent until the date and time indicated on the Invitation to Bid. Bids received later than the date and time specified will not be considered and will be returned unopened.
2. Bids are to be returned with the bid number prominently indicated on any other mailing envelope. The name and address of the bidder should appear in the upper left hand corner of the envelope.
Bids will not be accepted via fax or e-mail.
3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or represented at all openings. Bid results are mailed to all responding bidders.
4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent an awarded bid when such action is in its best interest.
6. Bidders should familiarize themselves with all of the terms and conditions set forth in the bid specifications. Failure by the bidder to familiarize himself with these terms and conditions does not excuse the bidder from fulfillment of the bid specifications.
7. All entities doing business with the Town certify, upon acceptance of a bid and by virtue of their signature on that bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures – Section VIII Dated 01/88. The bidder agrees to cooperate fully should the Town choose to audit this compliance.
8. 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 a bid award, unless it was part of the original bid terms.
9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding at time of bid opening.
10. The Purchasing Department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to: price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.
11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect "see literature" will not be acceptable.
12. Any manufacturers' names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.

TOWN OF EAST HARTFORD, CONNECTICUT

STANDARD INSTRUCTIONS FOR BIDDERS (*cont'd*)

13. The Town's competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder's financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
16. Alternate proposals will not be considered unless specifically called for in the bid.
17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.
20. The Town will 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 which the Bidder owns an interest is delinquent in tax obligations to the Town. The Purchasing Department will verify that no delinquent taxes are owed before any bid is awarded.
21. All bidders shall 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
22. 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.



TOWN OF EAST HARTFORD, CONNECTICUT

INSTRUCTIONS FOR
CONSTRUCTION AND/OR LABOR SERVICE BIDS

1. A *Certificate of Insurance* naming the Town as an additional insured will be required of the awarded bidder. The insurance indemnification clause is contained with the bid specifications (see *Insurance Requirements*).
2. The Town requires the contractor to carry an umbrella liability limit of \$1,000,000.00
3. Before starting any work awarded bidders are responsible for obtaining permits as required by Federal, State, MDC, Utilities and/or Town regulations. Any applicable fees shall be included in the total bid price. Town of East Hartford permits will be issued at no charge.
4. The bidder shall abide by all OSHA, Federal, State and local laws, ordinances and regulation, which any manner affect those engaged or employed on the Work, or the materials or equipment used in the Work, or in any way affect the conduct of the Work, and no pleas of misunderstanding will be considered on account of ignorance.
5. It is the responsibility of each bidder before submitting a bid, to familiarize themselves with the specifications and conditions that may affect cost, progress, performance or completion of the project.
6. The awarded bidder may utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors. The awarded bidder shall not award any work to any subcontractor without prior written approval of the Town, which approval will not be given until the awarded bidder submits to the Town a written statement concerning the proposed award to the subcontractor, which statement will contain such information as the Town may require. The awarded bidder shall be as fully responsible to the Town for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him. The awarded bidder shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the awarded bidder by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the awarded bidder the same power as regards to terminating any subcontract that the Town may exercise over the Contractor under any provision of the Contract documents. Nothing contained in this bid shall create any contractual relation between any subcontractor and the Town.
7. The awarded bidder shall not assign the whole or any part of this contract or any moneys due or to become without written consent of the Town, which in its sole discretion may be denied. In case the awarded bidder assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and or any moneys due or to become due to the contractor shall be subject to prior claims of all person, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this contract.

TOWN OF EAST HARTFORD, CONNECTICUT

INSTRUCTIONS FOR CONSTRUCTION AND/OR LABOR SERVICE BIDS (*cont'd*)

8. The submission of a bid offer will constitute an incontrovertible representation by the bidder that he/she has complied with every requirement of the specifications and that the bid documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance of the Work.



TOWN OF EAST HARTFORD, CONNECTICUT

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR CONSTRUCTION, PROFESSIONAL OR LABOR SERVICE BIDS

NOTE: CERTIFICATE OF INSURANCE WILL ONLY BE REQUIRED OF THE AWARDED BIDDER

A. INDEMNIFICATION

THE AWARDED BIDDER WILL BE REQUIRED TO AGREE TO THE FOLLOWING INDEMNIFICATION LANGUAGE

THE AWARDED BIDDER agrees on behalf of itself and its successors and assigns, covenants and agrees at its sole cost and expense, to protect, defend, indemnify, release and hold the Town of East Hartford, its agents, servants, officials, employees, volunteers and members of its boards and commissions (Collectively the "Town of East Hartford"), harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against the Town of East Hartford by reason of bodily injury, personal injury, death, or property damage of whatsoever kind or nature, to any individuals or parties (including, but not limited to the Town of East Hartford, the Awarded Bidder, or any other third party) arising in whole or in part, directly or indirectly, out of or in any way relating to the contract. The term "Losses" includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including, but not limited to, strict liabilities), obligations, debts, fines, penalties, charges, amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, expert's fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

Upon written request by the Town of East Hartford, the Awarded Bidder shall defend and provide legal representation to the Town of East Hartford with respect to any of the matters referenced above. Notwithstanding the foregoing, the Town of East Hartford may, in its sole and absolute discretion, engage its own attorneys and other professionals to defend or assist it with respect to such matters and, at the option of the Town of East Hartford, its attorneys shall control the resolution of such matters. Upon demand, the Awarded Bidder shall pay or, in the sole and absolute discretion of the Town of East Hartford, reimburse, the Town of East Hartford for the payment of reasonable fees and disbursements of attorneys and other professionals in connection with this contract.

**THE TOWN OF EAST HARTFORD WILL NOT AGREE TO INDEMNIFY THE AWARDED BIDDER;
SUBCONTRACTOR(S); OR INDEPENDENT CONTRACTOR**

B. INSURANCE

1. GENERAL REQUIREMENTS

The AWARDED BIDDER 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 AWARDED BIDDERS's 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.

Additional Insured: The Town of East Hartford, its officials, employees, volunteers, boards and commissions must be included as an Additional Insured on the AWARDED BIDDER'S Insurance Policies (except Workers' Compensation and Professional Errors & Omissions). Evidence of this must be provided upon inception of this contract and upon renewal of insurance by the AWARDED BIDDER to the Town of East Hartford in the form of language on a Certificate of Insurance as well as a policy endorsement.

TOWN OF EAST HARTFORD, CONNECTICUT

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICE BIDS

(cont'd)

The AWARDED BIDDER shall provide the Town of East Hartford with a Certificate(s) of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of East Hartford 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 AWARDED BIDDER'S responsibility under this contract. Failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the Contract.

2. SPECIFIC REQUIREMENTS:

a) Commercial General Liability Insurance

The AWARDED BIDDER shall carry Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 0001 04/2013). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal & Advertising Injury, Blanket Contractual, Independent Contractor's, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy

b) Workers' Compensation and Employer's Liability Insurance

The AWARDED BIDDER shall provide Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: Coverage A:	Statutory
Coverage B (Employer Liability):	\$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee

TOWN OF EAST HARTFORD, CONNECTICUT

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICE BIDS

(cont'd)

c) Commercial Automobile Liability Insurance

The AWARDED BIDDER shall carry Commercial Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles used in the performance of the Work, both on and off the Project Site, including loading and unloading. The coverage should be provided by Insurance Services Office form for Commercial Auto Coverage (CA CA0001 10/2013) or equivalent. "Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 combined single limit
Policy Period:	Annual Policy

d) Umbrella Liability Insurance

The Town reserves the right to require the AWARDED BIDDER to carry an umbrella liability insurance policy up to **\$5,000,000**. The necessity and amount of umbrella liability insurance is dependent upon a number of factors including, but not limited to scope, price and duration of the work to be performed. The Town of East Hartford will inform the AWARDED BIDDER as to the necessity and limits for this insurance as soon as practicable, and has sole discretion of the limits to be required.

3. PROFESSIONAL SERVICE CONTRACTOR REQUIRMENTS

(e.g., Architects, Engineers, et al.)

The AWARDED BIDDER shall carry Errors & Omissions coverage in the **minimum** amount \$1,000,000 per claim/\$1,000,000 annual aggregate for all professional services contracts. 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. Increased coverage limits may be required based on the scope, price and duration of the work to be performed. The Town of East Hartford will inform the **AWARDED BIDDER** as to the required limits for this insurance as soon as practicable, and has sole discretion of the limits to be required.

4. SUBCONTRACTOR REQUIREMENTS:

The AWARDED BIDDER shall require all subcontractors and independent contractors to carry the coverages set forth in section B. INSURANCE and will obtain appropriate Certificates of Insurance before the subcontractors and independent contractors are permitted to begin work.

The AWARDED BIDDER shall require that The Town of East Hartford, its officials, employees, volunteers, boards and commissions be included as an Additional Insured on all subcontractors and independent contractors insurance (except Workers' Compensation and Professional Errors & Omissions) before permitted to begin work.

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

TOWN OF EAST HARTFORD, CONNECTICUT

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
CONSTRUCTION, PROFESSIONAL OR LABOR SERVICE BIDS

(cont'd)

**THE TOWN RESERVES THE RIGHT TO AMEND THE AMOUNTS OF
COVERAGE REQUIRED AND TYPE OF COVERAGE PROVIDED BASED ON
THE FINAL AGREED UPON SCOPE OF SERVICES**

NEW RESOLUTION FOR CORPORATIONS/PROFESSIONAL CORPORATIONS

(TO BE TYPED ON CORPORATION LETTERHEAD)

I (name of Corporation's Secretary), Secretary of (legal name of Corporation) a Corporation duly organized and operating under the laws of (State) 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 Board of Directors of such Corporation, duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution.

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

(Name and title of Officer or Officers)

are empowered to execute and deliver, in the name of 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.

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.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the Corporate Seal of the Corporation, this (date) day of (month) 20__

(Typed name of Corporation's Secretary)

SIGNATURE OF SECRETARY

(Corporate Seal)

PRIOR RESOLUTION FOR CORPORATIONS/PROFESSIONAL CORPORATIONS

(TO BE TYPED ON CORPORATION LETTERHEAD)

I (name of Corporation's Secretary), Secretary of (legal name of Corporation) a Corporation duly organized and operating under the laws of (State) 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 Board of Directors of such Corporation, duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the Board of Directors was present and voted in favor of such Resolution.

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

(Name and title of Officer or Officers)

are empowered to (recite resolution authorizing submission of bid or execution of contract).

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.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the Corporate Seal of the Corporation, this (date) day of (month) 20__

(Typed name of Corporation's Secretary)

SIGNATURE OF SECRETARY

(Corporate Seal)

RESOLUTION FOR LIMITED LIABILITY COMPANIES

(TO BE TYPED ON COMPANY LETTERHEAD)

The undersigned, comprising all Members of (legal name of LLC), a Limited Liability Company duly organized and operating under the laws of (State) 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 Members, duly convened and held on (Date of Meeting), 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 of them:

(Name and title of Members)

are empowered to execute and deliver, in the name of 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 bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this (date) day of (month) 20__

(Typed Member Name)

(Typed Member Name)

(Typed Member Name)

(Typed Member Name)

RESOLUTION FOR LIMITED LIABILITY COMPANIES BY MANAGING PARTNER

(TO BE TYPED ON COMPANY LETTERHEAD)

I (name of Managing Member), Managing Member of (legal name of LLC), a Limited Liability Company duly organized and operating under the laws of (State) 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 Members, duly convened and held on (Date of Meeting), at which meeting a duly constituted quorum of the voting Members 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 Members of this Limited Liability Company, or any one of them:

(Name and title of Members)

are empowered to execute and deliver, in the name of 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 bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature, this (date) day of (month) 20__

(Typed name of Managing Partner)

SIGNATURE OF MANAGING PARTNER

RESOLUTION FOR PARTNERSHIPS

(TO BE TYPED ON COMPANY LETTERHEAD)

The undersigned, comprising all (partners/general partners) of (legal name of partnership), a (partnership/Limited Partnership/Limited Liability Partnership) duly organized and operating under the laws of (State) 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/general partners), duly convened and held on (Date of Meeting), 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/general partners) of this Limited Liability Company, or any one of them:

(Name and title of partners/general partners)

are empowered to execute and deliver, in the name of and on behalf of this (partnership/Limited Partnership/Limited Liability Partnership), contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to bind the (partnership/Limited Partnership/Limited Liability Partnership) to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this (date) day of (month) 20__

(Typed partner/general partner Name)

(Typed partner/general partner Name)

(Typed partner/general partner Name)

(Typed partner/general partner Name)