

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 #20-10

RE: R.F.P. – On-Call Surveyor

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 THURSDAY, NOVEMBER 7, 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 #20-10

**REQUEST FOR PROPOSALS (RFP) FOR PROVIDING
ON-CALL SURVEYING 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 7, 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 SURVEYING 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 surveying 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 surveying 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 engineering 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 surveying 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 Licensed Land Surveyor, licensed in the State of Connecticut.

2. Scope of Services:

The selected Consultant will provide comprehensive land surveying services for the preparation of property surveys, location surveys, drawings, property/easement maps, estimates, and related services. In addition, the firm must have the capability to provide the Town of East Hartford with expertise in performing other functions, such as but not limited to, preparation of environmental documents and permit applications and liaison functions. The selected firm may also be required to provide special consultation or services through sub-consultants.

Time frames can be short and the Consultant should have sufficient resources to complete the task on time.

See Attachment A for typical tasks.

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 Surveyors submitting RFP's may 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 7, 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 20-10 Request for Proposals – On-Call Surveying 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 surveyor and is meant to be representative of the nature of assignments. The items below are not all-inclusive and other tasks related to surveying may be assigned. 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 surveyor'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 plan or report for review
- Prepare a cost estimate based on the preliminary design plan or report.
- Prepare a fee estimate for task.

1.2 Establish or re-establish Streetline or property boundary lines.

- Scope project with Town, prepare task order proposal within a week's time.
- Collect and review available mapping and other records, prepare a plan for task.
- Prepare cost estimate for task.
- Install property markers and/or streetline monuments.

1.3 Provide survey and mapping services for current and prospective Town properties and easements.

- Scope project with Town, prepare task order proposal within a week's time.
- Collect and review available records; collect field survey information.
- Prepare plans, deeds, easements and cost estimate.

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 Survey:

- All work will be performed at an appropriate level of accuracy as defined by the State of CT and CALS.
- Maps to be filed on the land records shall conform to the filing requirements at the time of filing.
- All survey work shall be certified by a surveyor licensed by the State of Connecticut.
- All survey work shall include thorough research of existing records.
- Accurate and complete survey notes shall be kept and will become the property of the Town.

2.2 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.

ATTACHMENT B

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

NAME OF SURVEYING 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</u>	<u>SURVEY RELATED:</u>	
1.1	Project Manager	_____
1.2	Chief of Survey	_____
1.3	Licensed Land Surveyor	_____
1.4	Survey Technician/ CAD Draftsperson	_____
1.5	Two (2) Person Survey Crew	_____
1.6	Clerical/Researcher	_____

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**

BID FORMS

All of the following documents contained within this section must be completed by the prospective bidder and returned with the bid:

- GSA Standard Form 330, “Architect-Engineer Qualifications”
- Appendix A - Pricing
- Resolution for Corporations/Professional Corporations
- Resolution for Limited Liability Companies
- Resolution for Partnerships
- Evidence from the CTSOS of Good Standing & Ability to Conduct Business in Connecticut

Note that the correct resolution must be prepared based on the type of business submitting the bid (corporation, professional corporation, limited liability company, partnership, limited liability partnership, or general partnership). Resolutions must be on company letterhead and the date of the resolution must match the bid opening date.

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)