

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**REQUEST FOR PROPOSAL**  
**Hazardous Material Abatement Design and Construction**  
**Monitoring Services for Waterford High School**  
**New Addition & Alterations**

The Town of Waterford is seeking to engage a hazardous material abatement consultant firm to provide hazardous material abatement design and construction monitoring for the addition and alterations of Waterford High School project. Proposals should be addressed to the Purchasing Agent, Kate Rotella 15 Rope Ferry Road, Waterford, Ct. 06385.

Proposals must be submitted by **November 16, 2009 at 2:00 PM** in the Finance Office.

Proposal specifications are available at <http://www.waterfordct.org/depts/finance/purchasing.htm> as well as at the Finance Office located at 15 Rope Ferry Rd Waterford, Connecticut.

Proposals must be submitted in a sealed envelope and must be clearly marked with bid title, time of bid opening and date.

Bids may be mailed or hand-delivered to the Finance Office, Town of Waterford, 15 Rope Ferry Road, Waterford, CT 06385, where they will be publicly opened in the Louise B. Appleby Room.

Questions shall be submitted to Larry Schilling of O & G Industries, Inc. in writing by fax 860-626-6447. No questions will be accepted after November 9, 2009.

Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addendums and updates to the bid.

The Board of Selectmen reserves the right to reject any or all bids, in whole or in part, and to waive any informality in any bid when such action is deemed to be in the best interest of the Town; their decision is final.

Kate Rotella  
Purchasing Agent  
[krotella@waterfordct.org](mailto:krotella@waterfordct.org)

REQUEST FOR PROPOSAL  
FOR  
HAZARDOUS MATERIAL ABATEMENT DESIGN AND  
CONSTRUCTION MONITORING SERVICES FOR  
WATERFORD HIGH SCHOOL  
NEW ADDITION & ALTERATIONS  
WATERFORD, CONNECTICUT

October 20, 2009

**REQUEST FOR PROPOSALS DUE BY NOVEMBER 16, 2009  
BY 2:00PM AND MUST BE SUBMITTED TO:**

**MS. KATE ROTELLA, PURCHASING AGENT  
TOWN OF WATERFORD  
15 ROPE FERRY ROAD  
WATERFORD, CT 06385-2886**

**QUESTIONS: SHALL BE SUBMITTED TO LARRY SCHILLING OF O&G INDUSTRIES, INC.  
IN WRITING BY FAX, 860-626-6447. NO QUESTIONS WILL BE ACCEPTED AFTER  
NOVEMBER 9, 2009.**

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## **I. INVITATION TO SUBMIT PROPOSAL**

The Town of Waterford is seeking to engage a hazardous material abatement consultant firm to provide hazardous material abatement design and construction monitoring for the Addition and Alterations of Waterford High School project. Proposals should be addressed to Ms. Kate Rotella, and delivered to:

Town of Waterford  
15 Rope Ferry Road  
Waterford, CT 06385-2886

**All proposals must be received by the date and time on the cover.**

Bidders are responsible for checking the Town of Waterford website at <http://www.waterfordct.org/depts/finance/purchasing.htm> for any addendums and updates to the bid.

This RFP consists of the following documents:

- Request for Proposal – This Document

## **II. THE PROJECT**

The project consists of the construction of a new 3-story addition of 125,000 SF, alterations to 110,000 SF of the existing building and the demolition of 150,000 SF of the original building. Also included in the project is site-related improvements at the athletic fields and the installation of a geothermal well system.

## **III. RESPONSIBILITIES OF THE HAZARDOUS MATERIAL ABATEMENT CONSULTANT**

The primary role of the hazardous material abatement consultant is to identify all of the hazardous material within the Waterford High School buildings and the site and prepare the construction documents for its abatement and removal and management of these materials associated with the construction project. The consultant will provide monitoring services during the construction phase of the project to insure activities comply with the contract documents and applicable laws and regulations. Responsibilities of the consultant include, but are not limited to:

1. Perform a survey of the buildings MEP systems, site utilities and building components to identify all hazardous materials to include but not be limited to:
  - a. Asbestos
  - b. Lead paint
  - c. Mercury
  - d. PCB
  - e. Refrigerants
  - f. Chemicals
  - g. Solvents
  - h. Heating oils and hydraulic fluids that might be disturbed by the building project.
2. Develop construction documents for the abatement and management of the hazardous materials for the construction phase of the project.
3. Attend and make presentations at various meetings including Building Committee, Bureau of School Facilities and building occupants.
4. Prepare cost estimates for abatement activities.
5. During the construction phase of the project, the consultants will undertake the following monitoring activities:
  - a. Review all notifications, all submittals, including notification to State Agencies that have jurisdiction over abatement activities,
  - b. Review plans and shop drawings for construction of documentation enclosure system and for isolation of the work areas to insure they meet specifications and abatement regulations.

- c. Review abatement construction documentation concerning their employees that includes respirators fitting, wearing of protective clothing, on use of showers, on entry and exit from work areas and all aspects of work procedures. Also review documentation that all employees have received medical examinations as required by OSHA.
- d. Review submittals on equipment to be used.
- e. On site review as abatement activities proceed insuring that specifications and regulations are being met.
- f. Review air monitoring information during abatement activities to insure no limits are exceeded.
- g. Once abatement activities are completed, inspect to insure that the abatement activities have removed the material to the level required by all applicable regulations.
- h. Review documentation on the disposal of abated materials to insure the disposal meets the applicable regulations.
- i. Review all final submittals as the abatement are completed to insure specifications and regulations have been met.

**IV. TIMELINE OF THE PROCESS (SUBJECT TO CHANGE)**

The following timeline will be followed:

RFP available for pick up	October 20, 2009
RFP due	November 16, 2009 at 2:00PM
Review and create short list	Week of November 16, 2009
Interviews	Week of November 30, 2009
Recommendation to Building Committee	December 16, 2009
Award Contract	December 18, 2009
Commencement of services (notice to proceed)	December 21, 2009
CD completion	February 2010
Construction bidding	May 2010
Start of construction	July 2010
Construction completion	August 2013

**V. WRITTEN RESPONSE TO REQUEST FOR PROPOSAL**

This Request for Proposal (RFP) is intended to select firms that are both interested in and qualified to provide the necessary hazardous material abatement consulting service at a competitive price.

The response to the RFP is due by the before mentioned date. Firms are required to submit four (4) copies of their response to the RFP as previously prescribed.

The organization of the RFP is strictly enforced. Any deviation from the directions given may disqualify the respondent's response to this RFP. All information must be clear, concise and to the point. The RFP shall be organized as indicated in the following sections:

1. **Letter of Commitment** - Indicate your firm's commitment to the project, familiarity with the school district, its project and its hazardous materials abatement needs and how your firm will meet or exceed all expectations.
2. **Firm History** - Submit a brief history of the firm and explain the firm's ownership.
3. **Firm's Capacity** - Provide information indicating the capacity of the office that will provide the hazardous material abatement consulting service. Provide the number of professional staff members your office employs.
4. **Experience** – List the projects that your firm has been involved in the last five years (no more than 10 projects). It is preferable that firms must have public school experience, preferably in the

State of Connecticut. List the Project name, location, size, cost, duration of project, project delivery method (i.e. Design/Bid/Build, Design/Build, Construction Management at risk etc.), hazardous materials abated and a brief description of the work. Provide the contact/reference information of the specific individuals from the Owner, the Architect, and the Construction Manager that worked with your team through the project.

**Note:** By providing the reference information noted above, the respondent authorized the owner to contact such references and solicit information concerning the respondent's performance on prior projects.

5. **Project Team** - Identify the project principal, the project manager and key staff who will be involved on this project team. Describe how the team's qualifications and experience relate to the specific project. Include resumes of staff to be assigned to the project and a statement regarding availability of staff to support the project. Personnel specified to be assigned are required to remain assigned throughout the duration of this contract.
6. **Insurance** - Provide your insurance company and agents, your insurance coverage including type and limits' (with a sample certificate of representative coverage).
7. **Past Claims or Disputes** - Indicate any claims, disputes, or arbitration proceedings that have occurred on any public school projects in the last five (5) years. Indicate who they were with and give a status of each even if they are pending.
8. **Fees and Reimbursable Expenses**
  - a) Provide a proposed lump fee for the services set forth in this RFP and a schedule of disbursements for each item of work described stated as a percentage of the total fee.
  - b) Provide the following additional cost information:
    1. Schedule of reimbursable expenses;
    2. Personnel rates;
    3. Proposed multiplier on contracted services and expenses;
    4. Other miscellaneous costs, expenses or fees (please specify)

## VI. METHOD OF SELECTION

The selection committee will develop a short list of at least three (3) firms based on an objective evaluation of qualifications, experience, personnel and cost. All respondents will then be notified in writing. The selection committee will then interview the selected firms. The Owner will confirm scheduled time and location of the interview. Firms selected for interview will be required to submit a written response to a request for proposal and present that information in an oral presentation not to exceed (30) minutes.

## VII. GENERAL TERMS AND CONDITIONS

A prospective respondent must be willing to adhere to and accept the terms and conditions of this RFP including the following, and must positively state its acceptance and compliance with them in its response to this Request for Proposal.

1. **Acceptance or Rejection by the Owner** – The Owner reserves the right to accept and/or reject any or all responses to this RFP that are submitted for consideration to serve the best interests of the Owner. The Owner reserves the right to negotiate or seek clarification for any or all proposals submitted if the Owner deems that it is in its best interests to do so in its sole discretion. Respondents whose responses to this RFP are not accepted will be notified in writing.

2. **Ownership of Documents** – All documents submitted in response to this RFP shall be the sole property of the Owner.
3. **Ownership of Subsequent Products** – Any work product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the Owner unless stated otherwise in the RFP or contract.
4. **Timing and Sequence** – Timing and sequence of events resulting from this RFP will ultimately be determined by the Owner.
5. **Oral Agreements** – Any alleged oral agreement or arrangement made by a respondent with any agency or employee will be void and of no force and effect.
6. **Amending or Canceling Requests** – The Owner reserves the right to amend or cancel this RFP prior to the due date and time of this RFP or at any time prior to the award of a contract, if it is in the best interest of the Owner to do so.
7. **Rejection for Default or Misrepresentation** – The Owner reserves the right to reject any response to this RFP by any respondent that is in default of any prior contract or for misrepresentation.
8. **Owner's Clerical Errors in Awards** – The Owner reserves the right to correct inaccurate awards resulting from its clerical errors.
9. **Rejection of Proposal Statements** – Qualification statements are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
10. **Changes to Proposal Statements** - No additions or changes to the original responses to this RFP shall be allowed after submission to the Owner.
11. **Contract Requirements** – A formal agreement will be entered into with the firm selected. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award and may be amended / revised by the Owner at its discretion.
12. **Rights Reserved by the Owner** – The Owner reserves the right to award in part, to reject any and all proposal statements in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the Owner will be served.
13. **Withdrawal of RFP Responses** – Negligence on the part of the respondent in preparing its proposal confers no right of withdrawal after the time fixed for the acceptance of the RFP.
14. **Assigning, Transferring of Agreement** – The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior consent and approval in writing by the Owner. Any such assignment shall be null and void and have no legal effect.
15. **Personnel** – If the respondent's RFP is accepted by the Owner, the respondent warrants and agrees that the personnel set forth in the response to the RFP shall be the personnel assigned to the project. Failure to assign such personnel shall be considered a material breach of the contract unless the Owner approves such substitution in writing of such personnel is no longer in the employ of the respondent. In all events, the Owner shall have the right to approve any substitute personnel in its sole discretion.
16. **Cost of Preparing Qualification Statements** – The Owner shall not be responsible for any expenses incurred by the organization in preparing and submitting a response to this RFP. All responses to this RFP shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
17. **Release & Waiver** – Each respondent releases and waives any and all claims or actions that it may have against Owner and/or its respective officers, directors, employees or authorized agents

as a result of, or in connection with, the exercise of any rights of the Owner under this RFP including but not limited to Article V hereof.

**18. Indemnification and Insurance** – Each respondent acknowledges and agrees that the following provisions will be included in the formal agreement referred to in section 11 above.

**A. Indemnification**

- i.** Respondent shall, at all times, defend, indemnify, protect and save harmless the Owner, and their respective officers, agents and employees (collectively, the "Indemnitees") from and against any and all liabilities, actions, claims, damages, losses, judgments, workers' compensation payments, costs and expenses (including but not limited to attorneys' fees) arising out of injuries to the person, including death, property damage or other damages sustained by any of the Indemnitees, respondent or any other person, party, or entity, to the extent any such injuries, damage or damages are caused or alleged to have been caused in whole or in part by the acts, omissions, errors or negligence of respondent or any of its officers, agents, representatives, employees or subcontractors. The expenses covered by the foregoing indemnification shall include those to investigate, defend and settle any claim, judgment or payment of any legal liability. Upon demand of the Owner, respondent shall immediately pay to Owner the amount of any expenses incurred by any of the Indemnities that is covered by the foregoing indemnification. The obligations of respondent under this indemnification shall survive the termination or expiration of this Agreement. The existence of insurance shall in no way limit the scope of this indemnification.

**B. Insurance**

- i.** Respondent shall procure and maintain, at its own cost and expense, throughout the term of this Agreement and any extension thereof, the insurance set forth on the certificate submitted by respondent and approved by Owner, including any required endorsements thereto and amendments thereof. Respondent shall be solely responsible for any deductibles or retentions required in connection with the above-referenced insurance, and respondent shall defend, indemnify and hold harmless Owner for any cost or liability associated with such deductibles or retentions, including but not limited to any payment thereof.
- ii.** Prior to commencing any work, respondent shall submit to Owner a new certificate or certificates in an accord form or a form of the same format for each insurance referenced in Subsection (a) above certifying that such insurance is in full force and effect and setting forth the information required by Subsection (c) below. Additionally, respondent shall furnish to Owner within thirty (30) days before the expiration date of the coverage of each insurance referenced in Subsection (a) above, a certificate or certificates containing the information required by Subsection (c) below and certifying that such insurance has been renewed and remains in full force and effect.
- iii.** All policies for each insurance referenced in subsection (a) above shall: (i) include Owner as additional insured (this requirement shall not apply to workers' compensation insurance, employers' liability insurance or professional liability insurance); (ii) include a standard severability of interest clause; (iii) provide for not less than thirty (30) days prior written notice to Owner by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage; (iv) contain a waiver of subrogation holding Owner free and harmless from all subrogation rights of the insurer; and (v) provide that such insurance hereunder is the primary insurance and that any other insurance that

Owner may have shall be deemed in excess ,of such primary insurance. This requirement shall be evidenced by the policy of insurance or proper endorsement.

- iv. All policies for each insurance required hereunder shall be issued by insurance companies that are licensed to conduct business in the State of Connecticut and have a current A.M. Best's minimum financial size rating of X and key rating of A-.
- v. All of the insurance requirements set forth in this paragraph B. shall apply to any subcontractors hired by respondent to perform any of its obligations hereunder, including but not limited to naming the Owner as an additional insured on a primary basis. Owner reserves the right to require any additional insurance coverage for any specific work to be performed by any of respondent's subcontractors.
- vi. No provision of this paragraph B. shall be construed or deemed to limit respondent's obligations under this Agreement to pay damages or other costs or expenses.

**19. Affirmative Action** – Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO) and Owner's EEO/MWBE ordinances and regulations.

## **VIII. INSURANCE REQUIREMENTS**

Provide a copy of insurance certificate to indicate the insurance limits for Workers Compensation, Employers Liability, Commercial General Liability, Business Automobile Liability, and Professional Liability.

- A. The hazardous material abatement consultant shall furnish the following types and amounts of insurance coverage at its sole cost and expense for the duration of the contract between the Owner and hazardous material abatement consultant ("Agreement") including any and all extensions or renewals thereof:
  - 1. Commercial General Liability Insurance (including contractual liability coverage) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million Dollars (\$1,000,000.00) for each occurrence;
  - 2. Automobile Liability Insurance (including non-owned or hired vehicles) insuring against damages to persons and property (including, but not limited to, loss of life) in an amount not less than a combined single limit of at least One Million Dollars (\$1,000,000.00) for each occurrence;
  - 3. Worker's Compensation Insurance covering hazardous material abatement consultant and its agents and employees at the Connecticut Statutory limit including Employers' Liability with limits of \$100,000.00 for each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee; and
  - 4. Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00), issued on a claims made basis for the term of this Agreement and continuing for two years following the expiration of the term of this Agreement at hazardous material abatement consultant's expense.
  - 5. All insurance will be affected under standard form policies by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which are rated as

A-(VIII) or better by the latest edition of Best's Rating Guide or other recognized replacement therefore. Except as otherwise provided to the contrary in this Section, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that hazardous material abatement consultant shall deliver said separate or blanket policies and/or endorsements and/or riders evidencing to Owner that the same complies in all respects with the provisions of this Agreement, and that the coverages thereunder and the protection afforded Owner as an additional insured thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely under and by reason of this Agreement.

6. Except as otherwise indicated, the General Liability insurance required in this Section shall be carried on an "occurrence" basis. Professional Liability insurance shall be carried on a "claims made" basis, providing, however, that, should any insurance be carried on a "Claims made" basis, hazardous material abatement consultant also should be obligated to procure an extended reporting period thereto or a subsequent "claims made" policy with the same retroactive date as the prior "claims made" policy, as necessary to protect Owner as additional insured from any claims, actions or hazardous material abatement consultant uses of action which first accrue during the term hereof.
7. All references in this Section to a "deductible" shall be deemed to mean a deductible and/or a self-insured retention. No policy required to be procured by hazardous material abatement consultant pursuant to this Agreement shall be subject to a deductible or similar provision limiting or reducing coverage. If any person is owed, pursuant to any policy required hereunder, any sum which is subject to a deductible, hazardous material abatement consultant shall pay such deductible. hazardous material abatement consultant agrees that it will not carry or be the beneficiary of any insurance insuring hazardous material abatement consultant or any other person or entity against the risk for which insurance is required to be maintained pursuant to this Section unless the insurance and insurance carriers otherwise comply with the terms of the Section.
8. Owner shall be named as additional insureds for all insurance policies required hereunder, other than for Workers' Compensation and Professional Liability coverage. ACCORDINGLY, THE FOLLOWING UNDERLINED WORDING MUST BE SHOWN IN AN APPROPRIATE POLICY ENDORSEMENT: Town of Waterford is included as an Additional Insured. Each policy endorsement shall provide not less than a 30-day direct notice to the Owner of any hazardous material abatement consultant cancellation, reduction or other material change in the coverage to be provided under any of the insurance required hereby by the hazardous material abatement consultant's insurance hazardous material abatement consultant carrier. The policy or policies and endorsements evidencing such coverage shall be delivered to Owner upon the execution hereof and at least thirty (30) days prior to the anniversary date thereof each year thereafter.
9. All insurance policies referred to in this Section shall provide that any losses thereunder shall be adjusted with Owner as interest may appear as additional insureds. Neither party shall unreasonably withhold or delay its endorsement to any insurance check payable hereunder.
10. It is agreed between the parties hereunto that the amounts of insurance in this Agreement do not, in any way, limit the liability of hazardous material abatement consultant to the Indemnities by virtue of its promise to defend, indemnify and hold harmless the indemnities so that in the event that any Claim results in a settlement or judgment in an amount in excess of the amount of insurance coverage carried by hazardous material abatement consultant, hazardous material abatement consultant shall be liable to the Indemnities for the difference, plus all fees and expenses incurred in collecting the same, all at hazardous material abatement consultant's sole cost and expense.

11. Insurance requirements and coverages may be reviewed from time to time during the terms of this Agreement and all extensions and renewals hereof. hazardous material abatement consultant agrees to comply with any and all reasonable insurance requirements or modifications made by Owner's Risk Manager.
12. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default under this Agreement. Hazardous material abatement consultant agrees that such default may be cured by procurement of insurance on behalf of hazardous material abatement consultant , at hazardous material abatement consultant 's expense, and deducted from any amounts otherwise due to hazardous material abatement consultant under this Agreement or any other contract with Owner, at Owner's option.