Request for Proposals

Town of Vernon

146 CF/#2054 – Regional Crumbling Foundation Testing Program Core Testing and Reporting

The Town of Vernon is requesting proposals from qualified firms or individuals to provide technical services relevant to the visual inspection for structural integrity, core testing of concrete foundations and the preparation of a comprehensive report based upon the results. Respondents must have demonstrated experience in providing such service and adhere to standards and requirements typical for such services.

This program is funded by the State of Connecticut Department of Housing through the Community Development Block Grant program provided to the State of Connecticut by the US Department of Housing and Urban Development.

Funding for this CDBG program is estimated to be \$ 451,500.00. In order to guide responses toward State of Connecticut priorities and to the needs identified, potential applicants should consider that the Town of Vernon expects to fund proposals that in no event exceed \$5,000 per property.

Submit two copies and one electronic copy of the proposal in a sealed envelope, clearly marked "REQUEST FOR PROPOSALS - DO NOT OPEN – SOLICITATION 146-CF/#2054 Regional Crumbling Foundation Testing Program Core Testing and Reporting" to Michael J. Purcaro, Town Administrator, 14 Park Place Vernon CT 06066 no later than 2:00 pm on July 23, 2019, at which time proposals will be opened and read aloud publicly. Emailed, faxed or late proposals will not be accepted.

I. FORMAT OF PROPOSAL

- 1. All responses to this Request for Proposal (RFP) must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of responses.
- 2. Delivery of Responses RFP responses must be in sealed envelopes with a clear indication of the RFP reference title, including the date and time the bid is due. Names and addresses of vendors must appear on the envelopes.
- 3. The proposal must be signed by an authorized official. The respondent's proposal is to identify the individual(s) having authority to negotiate and contractually bind the respondent. It is also to name the person to be contacted both during the period of evaluation of proposals and for prompt contract administration upon award of the contract. This information is to include name, title, address and telephone.
- 4. The Town of Vernon is exempt from payment of excise, transportation, and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

II. CONTENTS OF PROPOSAL

- 1. Proposal shall include a fee schedule, per property, for conducting:
 - a. a visual examination, under specific guidelines, performed by a Professional Engineer who is licensed pursuant to chapter 391 of the Connecticut General Statutes
 - b. two core borings
 - c. testing of the core samples, under specific guidelines, by a qualified laboratory
 - d. preparation of comprehensive report including photos
 - e. delivery/shipping of the core samples and related report to the State of Connecticut, Department of Housing, Attn: Crumbling Foundations.
- 2. Detailed statement of the firms' qualifications and experience with projects of this type.
- 3. Specific names, resumes, and responsibilities of individuals to be assigned to the project including a professional engineer licensed pursuant to chapter 391 of the CGS.
- 4. Describe the extent to which qualified staff will be available to provide the services offered and their specific role.
- 5. Name of laboratory where core samples will be analyzed.

III. REPORTS

Provide two paper copies and one electronic copy of a comprehensive report for each property tested that includes the information listed below. One paper copy will be sent to the homeowner; one to the Town of Vernon. The electronic version will be sent to the State of Connecticut.

The report will include two sections; a visual examination and core testing.

<u>Visual Examination</u>: The first section of the report will be prepared and stamped by the Professional Engineer. It will include but not be limited to:

- 1. Owner name, address, year built and type of house, as per assessment records. If applicable year addition was built and location.
- 2. Type of basement e.g. full basement, full perimeter below grade, walk-out basement with approximate percentage with full height concrete walls, partial height foundation walls or slab on grade construction.
- 3. Site grading with regards to storm water flow (and where applicable).
- 4. Existence or lack of eaves; evidence of ponded water; other relevant characteristics such as: nearby water bodies; tight landscape plantings against the foundation.
- 5. A diagram or sketch showing the layout of the foundation. Include notations on sketch of locations of visible damage. Review assessor's information (sketch, room count, year built, condition, etc.) with the owner during the inspection
- 6. A general explanation of the potential deleterious effects associated with pyrrhotite affected concrete.

- 7. Existing condition of the concrete foundation walls, interior surfaces and exterior surfaces including the extent of exposed surfaces.
- 8. Report must describe the condition of the visible concrete surfaces based on the visual examination including but limited to; shrinkage cracks, cracks judged to be settlement cracks, honeycombing, pour lines, crack patterns associated with the effect of pyrrhotite, web cracking, map cracking, horizontal cracks, etc.
- 9. Efflorescence or discoloration not related to form panel variations.
- 10. Any other observations, including surface conditions or other relevant characteristics.
- 11. Observation or possibility of water around the foundation based on the roof and driveway drainage should be noted.
- 12. Report of site conditions: water table, waterproofing systems, sump pump present, dehumidifier, HVAC in basement.
- 13. Report environmental conditions: internal temperature and relative humidity in basement.
- 14. If the basement is finished, every effort should be made to take pictures of the interior foundation walls, if possible. Wall coverings (plastic, etc., not finished walls) should be removed before taking pictures. Note any finishes that conceal foundation walls. Note the estimated percentage of the walls that are covered by finishing.
- 15. The report should also describe any structural issues such as concrete wall bulging or settling, etc. as a result of the presence of pyrrhotite.
- 16. Include any information from owner, such as: When they started noticing issues; How fast deterioration is progressing if they are marking and measuring the cracks to monitor how they expand, etc.
- 17. Photographs. All photos should be labeled with the location within the home (e.g. west side foundation wall). Close-up photos should be next to another photo that matches the location and/or have an identifying feature to enable its location to be identified.
- 18. If no damage has been found, provide photographs of the walls observed.
- 19. If damage is found photos should include: Areas that are representative of the damage (interior/exterior; vertical/horizontal), shrinkage cracks, concrete staining, efflorescence, etc. Photos need not include all cracks or effects, but should give an overall understanding that shows the location of the cracks, along with the damage associated with those cracks (close-ups) Label photos with what they are showing (e.g., shrinkage crack, map cracking, staining associated with pyrrhotite, etc.)

- 20. Conclusions shall include findings of visual examination, level and type of concrete distress and if an immediate need or threat to the structural integrity of the home exists.
- 21. Recommendations shall include ongoing monitoring, remediation measures, interim measures and potential water diversion measures.

Core Testing:

Two core samples shall be collected; one above grade and one below. Core samples shall be physically labeled and fully documented regarding location of sample collection from concrete foundation, and physical setting above or below grade with control number that matches written report.

A statement should accompany the core samples regarding sample representation i.e., 'core from most deteriorated section of the foundation' or 'core representative of general condition of the foundation.'

Two core samples shall be sent to a qualified laboratory. The testing and report shall include but not be limited to:

- 1. ASTM C856 Standard Practice for Petrographic Examination of Hardened Concrete.
- 2. Analytical methods references documented.
- 3. Percentage of concrete components.
- 4. Mineralogy present in both the coarse aggregate and the fine aggregate components.
- 5. Percentage of iron sulfide minerals, pyrrhotite, pyrite, and other primary minerals in coarse and fine aggregate.
- 6. Presence, identity, and character of secondary minerals.
- 7. Determination and percent 'reactive' aggregate particles vs % 'non-reactive' aggregate particles present in the cores based on petrography and petrology (secondary mineral genesis analysis).
- 8. Water/cement ratio of the cement paste, and an estimate of the percent and description of the void (air) space in the cement core samples.
- 9. Extent (depth) of carbonation from the exterior to the interior of the core samples.
- 10. Whole rock chemistry for bulk composition and elemental sulfur content
- 11. Petrographic photomicrographs of concrete sections analyzed.

- 12. Synthesis of analytical results to report percentage of total aggregate containing pyrrhotite and other sulfide minerals.
- 13. Synthesis of analytical results to report percentage of pyrrhotite and other sulfide minerals per unit volume of concrete.
- 14. Concluding statement incorporating professional judgement, as supported by the sample analytical results, on the concrete condition, integrity, and potential for further degradation due to iron sulfide mineral reactions.

After the conclusion of the testing the core samples and an electronic copy of the comprehensive report should be returned to the State of Connecticut: Department of Housing. Core samples and report should have corresponding control numbers.

IV. CONSULTANT SELECTION

- 1. Proposals must address the respondent's abilities and relevant prior experience in the area(s) of service offered. The respondent's team must include an engineer pursuant to chapter 391 of the Connecticut General Statutes.
- The Town of Vernon reserves the right, at its sole option, to make the selection of the firm, or to reject any and all firms.
- 3. The Town of Vernon reserves the right to revise any article or clause of the RFP, or to add or delete any article or clause, prior to the award of the contract.
- 4. The Town of Vernon reserves the right to amend, extend, curtail or otherwise change the terms of any resultant contract(s) prior to execution, upon determination that such action is to be to the advantage of the project effort.
- 5. The selected consultant shall be required to comply with all applicable Federal and State laws, rules and regulations, and will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, age, or national origin or in any other manner prohibited by law. The selected respondent will be required to provide affirmation of affirmative action prior to approval of contract.
- 6. The successful respondent(s) shall enter into a written contract agreement with the Town of Vernon within ten (10) days after notice of award.

V. <u>INSURANCE REQUIREMENTS</u>

Commercial General Liability (Town of Vernon added as additional insured):

| Each Occurrence: | \$ 1,000,000 |
|---|--------------|
| Personal/Advertising Injury per Occurrence: | \$ 1,000,000 |
| General Aggregate: | \$ 2,000,000 |
| Product/Completed Operations Aggregate: | \$ 2,000,000 |
| Fire Damage Legal Liability | \$ 100,000 |

Automobile Liability (Town of Vernon added as additional insured):

| Each Accident: | \$ 1,000,000 |
|---------------------------------|--------------|
| Hired/Non-owned Auto Liability: | \$ 1,000,000 |

Workers' Compensation/Employers Liability

Employers Liability

Each Accident \$100,000 Disease-Policy Limit \$500,000 Disease-Each employee \$100,000

Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):

| Each Occurrence: | \$ 1,000,000 |
|---|--------------|
| General Aggregate: | \$ 2,000,000 |
| Product/Completed Operations Aggregate: | \$ 2,000,000 |

Professional Liability (where required)

Each Claim: \$1,000,000 Annual Aggregate \$1,000,000

VI. INDEPENDENT CONTRACTOR

The selected firm is an independent contractor and is not an employee, partner, or coventurer of, or in any other service relationship with the Town of Vernon. The firm is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

VII. INDEMNIFICATION/HOLD HARMLESS

The selected firm agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the firm and its employees, contractor, sub-contractors and agents, this indemnification includes the firm's duty to defend the Town of Vernon from any such claims except that the firm shall not be responsible or obligated for claims arising out of the sole negligence of the

Town of Vernon, its elected officials, officers, department heads, employees or agents, or its predecessors in interest in the premises.

VIII. WAIVER OF SUBROGATION REQUIREMENT

The selected firm will require all insurance policies in any way related to the work and secured and maintained by the firm to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected firm shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

IX. CONTINGENT UPON AVAILABILITY OF FUNDS

The town's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Town for any payment may arise until funds are made available and approved for this Agreement and until a Purchase Order has been issued.

NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

All insurance coverage required by the Agreement shall be written with an insurance company licensed to conduct business in the State of Connecticut and that has a current A.M. Best's rating of A-(VII) or better. Insurance coverage shall remain in full force for the duration of the Agreement term including any and all extensions. All insurance, except for Professional Liability Insurance, shall be carried on an occurrence basis. Such certificate of insurance shall specify that the Town of Vernon will receive thirty (30) days' notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

X. Criteria for Evaluating Proposals

Proposals will be evaluated by the Committee on the following criteria:

- 1. Respondent's background and professional expertise, including previous experience, special qualifications, and personnel to be assigned to the project and their competence in the type of work.
- 2. Respondent's ability to commit staff in a timely manner, and to complete this project within a reasonable time frame.
- 3. Respondent's demonstrated understanding of the task.
- 4. Cost of the proposal.
- 5. Such other factors as the Town of Vernon deems important.

<u>Project Cost</u> Visual inspection

| Visual inspection | |
|--------------------------------|--|
| 2 core samples | |
| Reports including digital copy | |
| Delivery of cores and report | |
| to DOH | |

XI. <u>ADDITIONAL PROVISIONS</u>

- 1. No report or document produced in whole or in part in connection with this project, whether acceptable or unacceptable, shall be the subject of an application for copyright by, or on behalf of, the consultant. The State of Connecticut may make use of such material including any idea contained therein for such purposes as it may deem appropriate. The right to publish and distribute any report or document produced, or any part thereof, shall accrue to the State of Connecticut without recourse.
- 2. Authority to Obligate the Town of Vernon. The Mayor of the Town of Vernon is the only individual who may legally commit the Town of Vernon to the obligation of any contract contemplated herein. No cost chargeable to the proposed contract may be incurred before receipt of either a fully executed contract or a specific written authorization from the Town of Vernon.
- 3. All of the reports and documents prepared or assembled by the consultant(s) in connection with this project shall be property of the State of Connecticut. The consultant(s) agree that they shall not be made available to any individual or organization without the prior written approval of the State of Connecticut Department of Housing.

The Town of Vernon reserves the right to reject any and all proposals and to require any and all respondents to appear before the Town of Vernon to present their proposals orally and to entertain questions. The Town of Vernon further reserves the right to negotiate with the selected firm as to the scope and cost of the project.

Questions regarding this Request for Proposals must be submitted via email only to peter@aesgrpllc.com no later than July 09, 2019 Answers will be posted on both the town and DAS websites by July 16, 2019.

End of Request for Proposal