



Groton Utilities

Master Service Agreement

RFQ 20-Q1

GU – Electric Division

295 Meridian St

Groton, CT 06340

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INVITATION TO BID

Specifications and expectations of performance for Master Service Agreement vendors follow. Questions regarding this Request for Qualifications follow. Questions may be directed to Mark Biron, General Manager of Operations, at bironm@grotonutilities.com or telephone number (860) 446-5656.

INSTRUCTIONS TO THE BIDDER

Sealed Statements of Qualifications (SOQ's), five (5) copies, will be received at the City of Groton/Groton Utilities, 1240 Poquonnock Rd, Groton, Connecticut 06340, until February 25th, 2020, at 1:00PM. Proposals must be clearly marked with the Bid number (RFQ GU-20-Q1) and title (Master Service Agreement) on the exterior of the sealed envelope or box. No responsibility shall be attached to proposals not properly marked. Bids may be mailed or hand delivered. Faxed or emailed bids will not be accepted.

Submit the completed bid forms and any necessary attachments in a sealed envelope clearly labeled with the name of the bidder, address, and the words "RFQ DOCUMENTS". Clearly mark your envelope with the bid number and bid title as to prevent opening of a sealed bid prior to the opening date.

Each bid must be submitted on the prescribed form and all blank spaces for bid prices are to be filled in typewritten or in ink.

Once bids are opened, the bid shall stand firm for five (5) years after the bid opening.

To be considered, all Statements of Qualification must contain:

- Completed bid form including positions your firm is submitting proposals for
- Name, address, phone number, and email address of firm/person(s) responsible for the project, if different from the bid form signatory
- At least three (3) references and reference contact information
- Resumes of Key Personnel
- List of recent projects, including any all federal, state and local agencies and officials that had jurisdiction over the project
- Proof of Insurance as specified in the General Conditions of this document
- Evidence of proper licensing and registration
- Rates for additional services offered, but not listed on bid form
- Letter of Interest

Should the bidder find any omissions, discrepancies or errors in the specifications or other Contract Documents or should he be in doubt as to the meaning of the specifications or other Contract Documents, he should

immediately notify Groton Utilities, who may then correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of Groton Utilities or its agents shall be effective to modify any of the provisions of the Contract Documents.

RIGHT OF REJECTION

Groton Utilities may reject or accept any and all bids in whole or in part or to waive any informality in bids received, if in their opinion, it is deemed in the best interest of the organization to do so.

BACKGROUND

Groton Utilities (“Owner”) is currently seeking to establish contracts with qualified engineering firms to become “Master Service Agreement” vendors and assist in the execution of engineering and design for the development and construction of transmission and distribution projects over the next three (3) to five (5) years. To properly execute this significant construction program, Owner has determined that its internal resources must be supplemented by external resources capable of undertaking various project planning, development, and engineering and design services. Owner recognizes that these services should be provided in a consistent fashion, by assignment type, for its various projects. Specifically, Owner desires to retain the services of highly qualified and experienced engineering Consultants (“Consultants”) for Master Service Agreement assignments. Consultants will provide engineering and technical support services on a per assignment basis. The projects requiring engineering support are located in the state of Connecticut.

Owner desires to establish of choice contracts (in the form of Cover Agreements) with the successful Engineering firm for a three (3) year duration, with option for two (2) one (1) year extensions. Annual rates for 2020-2022 are being requested as a part of this RFQ. Should Owner choose to exercise the option for the extension, rates for 2023-2024 will be negotiated accordingly.

Owner may request Consultants with Master Service Agreement to purchase material that may involve engineering support during the procurement process (e.g. relay cabinets, etc.) If the Consultant is not interested in procuring any material it may eliminate the sections of the contract that specifically deal with the procurement of materials.

MASTER SERVICE AGREEMENT SERVICE TYPES

Master Service Agreement services could include, but may not be limited to, the following types of assignments:

- Preparation of preliminary engineering and design packages to support licensing and permitting activities
- Preparation of full engineering and design packages (civil, structural, electrical) for new construction or expansion of:
 - Overhead transmission lines (69kV – 345kV)
 - Overhead and Underground distribution lines (4kV – 34.5kV)
 - Underground transmission cables (115kV – 345kV)
 - Open air substations (69kV – 345kV)
 - Gas insulated substations
 - Bulk distribution substations (transformer and switchgear)
 - Preparation of RFQ's for materials and / or construction services for the above efforts
 - Preparation of Construction Specifications and / or Material Specifications as applicable
 - Preparation of final as-built drawings for the above efforts
 - Field engineering support during construction activities as applicable
- Supply of Owner's Engineering Services for:
 - Pre-qualification of material / construction Consultant bidders
 - Review of bid evaluations / bid recommendations prepared by others
 - Review of conceptual / final engineering and design drawings prepared by others
 - Review of Relay Settings prepared by others
 - Development of Relay Settings to be reviewed by others
 - Conduct of equipment factory-test monitoring
 - Conduct of equipment field-test monitoring
 - Conduct of construction monitoring
 - Conduct of commissioning monitoring
 - Field inspections and reconnaissance
- Performance of other engineering and technical service tasks, as assigned by Owner, such as:
 - Preparation of engineering and design packages for a specific aspect of a larger project
 - Provide drafting support to Owner
 - Preparation of engineering and design packages for smaller engineering projects
 - Writing distribution work orders and designing in Owner's work management system
 - Include - preparation of AC, DC drawings – also one and three line drawings
 - Provide power distribution/transmission system studies, such as; short circuit, Arc flash, system stability, load flow, coordination, and voltage
 - Provide system studies when generation facilities are planned for Groton and Bozrah service territories

- Complete ISO New England and Groton Utilities interconnect agreements
- Attend meetings as needed with ISO New England (various committees), CMEEC and NERC on behalf of Groton Utilities.
- Participate and provide documentation for NERC/FERC audits as needed
- Engineering of communication devices among field devices
- SCADA controls, databases and system monitoring
- Provide expertise of trouble shooting substation: breakers, relays, control wiring and other equipment
- Training – print reading, control wiring, communication devices, relay testing to name a few

WORK ASSIGNMENT STRUCTURE

Owner intends to provide a forecasted work volume on an annual basis with specific work assigned among the Consultants on a quarterly basis or with emergent work, as it becomes available. The Consultant is required to develop/update and submit a schedule and resource plan on a quarterly basis.

Specific assignments may be programmatic or grouped over an extended period to leverage knowledge and experience of a consistent team and/or design approach. The Consultant shall use reasonable commercial efforts to have capacity available to perform the work as requested by Owner. Assignments will be identified and released on a Project-by-Project basis in individual work packages. Owner's major interest in making assignments is to complete a variety of work packages in a flexible and timely fashion. Several examples of Master Services Agreement assignments could be, but are not limited to, the following:

- Prepare an engineering study evaluating the condition of equipment at an existing 345kV substation
- Complete the engineering and prepare an equipment RFP to change out two (2) 115kV circuit breakers at an existing substation
- Complete engineering for a new transmission line, transmission line tap, or reconductor project
- Engineering of various transmission line reliability improvement projects
- Monitor and report on the factory testing of a new 30MVA transformer
- Completing all engineering and design for a new substation
- Completing all engineering and design for the addition of a 115-13.8kV transformer and 13.8kV switchgear
- Civil/structural review of pole, tower, or substation structures
- Thermal rating verifications
- Fiber optic cable documentation
- Assistance with drafting of as-built drawings

- Engineering and design for distribution substation relay replacements (transformer, bus, and feeder relays)
- Engineering and design for distribution substation meter replacements (transformer and feeder meters)
- Engineering and design for various distribution substation modernization projects (replace aging insulators, switches, circuit breakers, etc.)
- Engineering and design for the addition of one or more distribution substation feeders

The Consultant will be required to perform all engineering services in accordance with established GU design standards. The Consultant will be the Engineer of Record for designs prepared by their firm.

COMMERCIAL ASPECTS OF ASSIGNMENTS

Assignments shall be paid for on a “Time and Materials” (“T&M”) basis. T&M “personnel hourly rates” for representative types of engineering / technical personnel shall be established at the onset of the Owner / Consultant business relationship, shall be listed in the Master Services Agreement, and shall remain firm in accordance with the rates presented in Bid Form 2 for no less than three (3) years. A Not-to-Exceed (“NTX”) limit for T&M rate work shall be established for each assignment. Increases to the established NTX will only be permitted for valid scope changes through normal channels of Change Order Requests. Owner and Consultant(s) may collaborate to develop mutually agreed upon units for projects or activities of a repetitive nature. For projects with extensive engineering efforts, Owner may elect to competitively bid the engineering amongst the Master Service Agreement vendors, on either a T&M or a Lump Sum basis. The established Cover Agreements would be the governing terms for such competitively bid contracts.

CONSULTANT QUALIFICATIONS

While the exact scope of services will differ among assignments/projects, Owner believes that a Consultant should be able to provide the services described below and will be substantially qualified to supply services for most of Owner’s assignments.

The Consultant’s Project Manager or Project Engineer must possess the verifiable management and leadership attributes necessary to successfully complete the work.

Additionally, a Consultant’s Project Manager or Project Engineer must possess verifiable and successful assignment implementation experiences for:

- Transmission involving installation of 115kV and 345kV overhead lines, underground cables, submarine cables, and substations, as applicable
- Distribution involving installation or replacement of bulk substation transformers, switchgear, outdoor circuit breakers, relaying, and metering.
- Distribution line engineering services, including work order writing in Owner's work management system
- Licensing and permitting activities
- Design and engineering activities
- Materials procurement activities
- Construction Consultant retention and utilization
- Safety, environmental, and community relations activities
- Scope development
- Schedule development
- Budget development

The Consultant shall have qualified and experienced engineers, designers and drafters of various disciplines (Civil/Structural, Electrical, Protection and Controls) and experience levels that possess verifiable and successful assignment implementation experiences to engineer and design the various types of projects identified above.

With regard to all assignments listed above, Owner will place emphasis on choosing Consultants who are capable of rapidly adopting design bases, construction bases, environmental processes and safety practices that are consistent with the Owner's existing bases, processes and practices.

Consultants will be required to interface with GU's drawing management system and protocols for drawing configuration control on engineering and design efforts.

All Consultants are required to use Owner's latest AutoCAD Version for computer aided drafting. Additional computer software will be required for specific engineering tasks:

Consultants will be required to perform engineering services utilizing engineering software that is consistent with the software used within Groton Utilities such as but not limited to:

- Civil/Structural/Transmission Line Engineering
 - PLS CAD Suite
 - RISA Suite
 - L-PILE
- Protection & Control Engineering
 - ASPEN
- Substation Design and Engineering
 - WIN IGS

- CDEGS – Grounding Module

PERFORMANCE MANAGEMENT

Consultants will collaborate with Owner to establish and inform a Performance Management Program to ensure work progress and key measures are monitored to track performance, promote regular discussion, and drive continuous improvement.

- Key Performance Indicators (KPIs)
 - Measurable Key Performance Indicators (KPIs) may include, but are not limited to, the areas of schedule compliance, work product, quality (e.g., re-work frequency), resource planning (e.g., hours worked, resource availability), and cost controls. Owner will review the KPIs periodically with Consultant and utilize KPI measurements as a basis for assigning future work. In the future, Owner may require the Consultant to conform to a standard report format and/or software to facilitate KPI compilation, progress tracking, and/or performance management.

In addition to supporting the previously mentioned data requirements, the Consultant will be expected to periodically discuss KPI performance measurements at the scheduled quarterly meetings so as to provide clear expectations and highlight Consultants who provide quality services and continuous improvement efforts.

OWNER / CONSULTANT INTERACTIONS

The Consultant shall name an “Executive Sponsor” who shall make themselves available to meet with Owner executives no less than bi-annually in the Owner’s specified offices to review the status of and performance on assigned projects and metrics and to identify action to rectify performance and/or assignment inadequacies, if present.

TERMS

City of Groton reserves the right to terminate the Master Service Agreement at any point. City of Groton may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to City of Groton all such information necessary to complete this investigation as the organization may request. City of Groton reserves the right

to reject any or all bidders if the evidence submitted by, or investigation of vendor fails to satisfy City of Groton that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

METHOD OF AWARD

Proposals shall be evaluated based on an assessment of the proposals potential to meet the stated needs to the fullest extent, and in a manner that would be most beneficial to the interests of City of Groton.

Bids will be awarded to the lowest responsible, responsive and best suited bidder as determined by the City of Groton.

City of Groton reserves the right to split the bid award if it is in the organization's best interest.

The service delivery date shall be a factor considered in awarding a contract and may result in an award to a vendor other than the low bidder.

Until a contract has been executed, no vendor can claim any contract rights by virtue of the receipt of the notice of acceptance of proposal alone. Awarding of the contract shall mean that a contract agreement has been executed by both the accepted vendor and City of Groton.

FAMILIARITY WITH LAWS, SITE CONDITIONS, AND DOCUMENTS

Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other contract documents and with all Federal, State and Local Laws, Ordinances or Regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the Contract.

ERRORS, INTERPRETATIONS, AND ADDENDA

All information given by City of Groton except by written addenda shall be informal and shall not be binding upon City of Groton nor shall it furnish a basis for legal action by any bidder against City of Groton.

SUBCONTRACTING

The Contractor shall not subcontract the work under this project without written approval of the Chief Officer or his/her designee, unless allowed in the Technical Specifications.

GENERAL CONDITIONS

1. CONTRACTOR'S INSURANCE REQUIREMENTS

Prior to commencing work, the Contractor shall procure insurance of the types and for the limits specified below, which insurance shall be maintained in full until final completion, acceptance of the work and the expiration of the guarantee period provided for in the Contract Documents. Said insurance shall be procured and maintained to protect the Contractor and thereby the Owner from all claims and liability for damages resulting from bodily injury, death and property damage which may arise from operations under the Contract Documents, whether such operations be conducted by the Contractor, the Contractor's agents, representatives, employees or subcontractors. All insurance costs pursuant to this section shall be the Contractor's responsibility and shall be included in the Contractor's bid.

Preapproved Policy Forms for particular coverages, where stated, are for the convenience of the Contractor, however, any policy for a coverage with a stated Preapproved Policy Form shall provide equivalent or greater coverage than that obtained under such Preapproved Policy Form.

The following constitute the minimum acceptable insurance as to coverage and limits:

A. **Workmen's Compensation and Employer Liability (EL) Coverage:**

- (a) EL: Each Accident \$500,000.00
- (b) EL: Disease Each Employee \$500,000.00
- (c) EL: Disease Policy Limit \$500,000.00

Required Endorsements:

- (a) Insurer shall agree to waive all rights and subrogation against the Owner, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Owner.
- (b) Such policies shall be endorsed to state the coverage, shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except for sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

B. **Automobile Liability Coverage:**

- (a) Minimum Limits: \$1,000,000.00 combined single limit per accident for any auto, all owned and hired autos for bodily injury and property damage.

Required Endorsements

- (a) The Owner, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees or volunteers. The Insurance Certificate must state “ADDITIONALLY INSURED – CITY OF GROTON”.
- (b) The Contractor’s insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees or volunteers shall be in excess of the Contractor’s insurance and shall not contribute with it.
- (c) Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.
- (d) The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insured’s liability.
- (e) Such policy shall be endorsed to state the coverage and shall not be suspended, voided, cancelled by other party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

C. **Comprehensive General Liability:**

General Liability Policies shall cover the following hazards: Premises/Operations; Underground Explosion and Collapse Hazard; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; Personal Injury; and Blasting/Explosion where blasting is contemplated under the Contract Documents.

Minimum limits for bodily injury, personal injury and property damage:

- (a) \$1,000,000.00 each occurrence

(b) \$2,000,000.00 General Aggregate

(c) \$2,000,000.00 Products/Completed Operations Aggregate

Required Endorsements:

(a) Same as Section B above.

D. **Umbrella/Excess Liability Coverage:**

(a) \$1,000,000.00 Each Occurrence

(b) \$1,000,000.00 General Aggregate

E. **Professional Liability/Errors and Omissions Insurance:**

(a) \$1,000,000.00 Each Wrongful Act

(b) \$1,000,000.00 Aggregate

F. **Acceptability of Insurers:**

Insurance is to be placed with insurers with a Bests' rating of no less than B+VII, and which insurers are licensed in Connecticut. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

G. **Verification of Coverage:**

The Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insured to buy coverage on its behalf. The certificates and endorsements are to be on forms required or approved by the Owner and are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time. The certificates and endorsements for each insurance policy shall be filed in triplicate with the Engineer before operations are begun. Renewal certificates must be furnished by the Contractor's prior to the expiration date of any of the initial policies or coverages.

H. **Subcontractors:**

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

I. **Deductibles and Self-Insured Retentions:**

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured

retentions as respects the Owner, its officers, officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. In no event shall the existence of a deductible reduce the obligation of Contractor to provide indemnity to the Owner on a “first dollar” basis.

J. **Insurance to be provided by Contractor for the Benefit of Owner:**

Prior to commencing work, the Contractor shall provide for the benefit of the Owner a policy commonly known as “Owner's and Contractors Protective Liability Policy” naming the Owner as the sole insured, which policy shall be maintained in full until final completion, acceptance of the Work and expiration of the guarantee period provided for in the Contract Documents. Said policy shall not contain minimum liability limits of less than \$1,000,000.00 Each Occurrence.

In the event that the Contractor is unable to procure said policy on behalf of the Owner with said minimum limit of liability, the Owner may, in its sole discretion, approve one or more of the following:

- (a) The Owner may (but need not) waive the requirement of obtaining said policy if the underlying General Liability Policy required above, sets forth one or both of the following as liability which limits:
 - (1) A second aggregate limit on all other losses payable by the policy that is twice the multiple of the per occurrence limit; or
 - (2) A separate aggregate limit for the work set forth in the Contract Documents in the minimum amount of \$2,000,000.00;
 - (3) The Contractor shall, and is hereby authorized, to maintain and pay for such insurance issued in the name of the Owner as will protect the Owner from its contingent liability under the Contract Documents.

During construction, the Contractor shall provide a standard form policy of builder's risk insurance on a full replacement cost basis equal to the completed value of the Project with an all risk endorsement, a course of construction endorsement and a collapse insurance provision; such policy to be in form and substance acceptable to the Owner, who, together with the Contractor, shall be joint loss payees as their interests may appear.

Absent express provisions elsewhere in the Contract Documents to the contrary, each insurance policy required to be provided by the Contractor by this Section 1 shall include the following:

- (a) **Additionally Insured:**
Unless it is the sole insured, The City of Groton must be named as additional insured on the policy.
- (b) **Proof of Insurance:**
Proof of insurance must be submitted with the Contractor's proposals and acceptable, in form and substance, to Owner, before Owner signs the Agreement.
- (c) **Cancellation of Insurance:**
The insurance documents shall state that the City of Groton will be notified of any changes or cancellation at least 60 days in advance.
- (d) **Subrogation:**
Such policies shall provide (i) that the coverages evidenced thereby shall be primary and non-contributing with respect to any policies carried by the Owner and that any coverage carried by the Owner shall be excess insurance and (ii) a waiver by the insurer of any right of subrogation against the Owner, its officers, agents, officials, employees and representatives which may arise by reason of any payment under such policies.

2. LABOR AND EQUIPMENT

Unless otherwise stipulated, the Contractor shall provide and pay for all labor, tools, equipment, light, power, transportation and other facilities not expressly mentioned herein necessary for the execution and completion of the Work.

The Contractor shall always have available for the Work, a crew or crews of sufficient size to complete the job within the allotted time.

The Contractor shall employ only competent employees to do the Work and shall at all times enforce strict discipline and good order among his employees. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provision of the Contract Documents, such person shall be discharged from the Work and shall not again be employed on it, except with the consent of the Engineer.

The Contractor shall also have sufficient equipment to expedite the job and carry it through to a successful completion.

If in the opinion of the Engineer, the Contractor is not employing sufficient labor or equipment to complete the Work described in the Contract Documents within the time specified, said Engineer may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said Work to progress properly.

3. RESPONSIBILITY FOR WORK

The Contractor is an independent contractor and is not the agent or employee of the Owner and, as such, it assumes full responsibility for materials and equipment used in the construction of the Work and agrees to make no claims against the Owner for damages to such materials and equipment from any cause except the gross negligence or willful act of the Owner. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the Project. He shall make good all Work damaged or destroyed before acceptance by the Engineer.

4. PERMITS

The Contractor shall, at his own expense, take out and maintain all necessary permits from the State, municipal, or other public authorities; shall give all notices required by law; and shall post all bonds and pay all fees and charges incidental to the due and lawful prosecution of the Work.

5. PROTECTION OF EXISTING UTILITIES

The Contractor must notify **“Call Before You Dig”** prior to any underground excavation, in order to have the location of all existing underground facilities on and in the vicinity of the Project site marked before Contractor begins any excavation.

The Contractor shall conduct this Work in such a manner as to properly protect other utility facilities such as storm drains, sewers, telephone conduits, power conduits, power or telephone poles, and related structures. These facilities shall be supported, if necessary, wherever they cross or parallel an open trench. The Contractor shall defray the expense of repairing or replacing any of these facilities which he may damage during his operations. All tunneling methods shall be acceptable to the Engineer, and shall be done in such a manner as not to injure any existing structures. Any injury done to existing structures shall be replaced or repaired at the Contractor’s expense.

If any facility is damaged by the Contractor, he shall immediately notify the utility involved so that proper inspection and repair can be made. No water main or service repair may be made by the Contractor, it must be made by the applicable Utility Department, under purchase order from the Contractor.

6. PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchpersons, barricades, lights and warning signs and take all necessary precautions for the protection and safety of the public.

The Contractor shall continuously maintain adequate protection of all Work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with the Work. He shall make good any damage, injury or loss to his Work and to the property of the Owner resulting from lack of reasonable protective precautions.

The Contractor shall erect temporary fencing around any open excavation if required by the Engineer or by law or if danger of bodily injury exists.

The Contractor shall adequately protect private and public property, as provided by law and the Contract Documents.

In an emergency affecting the safety of life, the protection of the Work, or the protection of adjoining property, the Contractor is, without special instructions or authorization from the Engineer, hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall also so act, without appeal, if so authorized or instructed by the Engineer.

Any compensation claimed by the Contractor on account of emergency work, to protect the public, the Work, or adjoining property, shall be determined by agreement or by arbitration.

7. TRAFFIC CONTROL

The Contractor shall conduct his operations within the limits as shown on the Contract Documents in such a manner as to ensure the safety of motorists, pedestrians, and his own employees. For control of moderate traffic, the Groton Utilities shall provide an adequate number of police officers to protect and guide traffic through the work area. When working on State Highways, the Department of Transportation, Bureau of Highways "Traffic Control Signing Patterns" must be used as a guide.

8. CLEANING UP

The Contractor at all times shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract Documents. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary Work, and surplus materials so as to leave the work and the site clean and ready for use.

9. GUARANTEE

The Contractor guarantees (i) that the workmanship performed and the materials and equipment used in the construction of the Project, shall be new, of good quality and free from defects or flaws, (ii) that each item of equipment shall be in accordance with the specifications, (iii) that the strength of all parts of all manufactured equipment shall be adequate and (iv) that the performance test requirements of the specifications shall be fulfilled. The Contractor further guarantees that the Work will conform to the requirements of the Contract Documents and will be free from defects or flaws. Such guarantees shall be for a period of one year from and after the date of completion of the Work as stated in the final estimate or for such longer period as may be required by the Contract Documents. The Contractor shall repair or replace as required, promptly and without charge, all work, equipment and material, or parts thereof, during the one (1) year guarantee period.

It is hereby, however, especially agreed and understood that such guarantees shall not include any repairs or replacements made necessary by any cause or causes other than improper, inadequate, or defective work, workmanship, materials, or design by the Contractor or of those employed directly or indirectly by him.

10. WAGE RATES

This contract is subject to the Davis-Bacon Act and shall be in accordance with the schedule of minimum wages issued by the Commissioner of Labor for the State of Connecticut, in accordance with Chapter 557 of the General Statutes of Connecticut. Particular attention is directed to the following excerpt from Section 31-53 of the General Statutes of Connecticut:

“The wages paid on an hourly basis to any mechanic, laborer, or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification, on each pay day.”

The Contractor agrees that in the performance of the Work under this contract he will comply fully with the provisions of Sec. 31-53 of the General Statutes of Connecticut, and agrees to keep, maintain and preserve such records relating to the wages and hours worked by each employee and a schedule for the occupation or work classification at which each mechanic, laborer or workman on the Project is employed during each work day and week, in such manner and form as the Labor Commissioner establishes to assure the proper payments due to employees or employee welfare funds under Sec. 31-53.

The Contractor further agrees that he will post the prevailing wages as determined by the Labor Commissioner in prominent and readily accessible places at the work site or at such place or places as are used to pay his employees their wages, and shall further require all subcontractors similarly to comply with this provision.

The Contractor and subcontractors must comply with the wage rates established by the State of Connecticut as of date of February 28, 2019.

The wage rates included herein are the latest wage rates available to the Owner at the time of printing, however, the Contractor is cautioned that he may not rely upon such information and must comply with the wage rates and benefits legally in effect on the above mentioned date. Any classification not listed must be paid a wage rate acceptable to the State of Connecticut Labor Department.

The Contractor and all subcontractors must comply with the Standard Act Provisions pertaining to Contract Work Hours.

The Contractor and all subcontractors must comply with all State regulations regarding non-discrimination in employment.

11. NON-DISCRIMINATION

There shall be no discrimination against any employee who is employed in the Work covered by the Contract Documents, or against any applicant for such employment, because of race, religion, color, sex or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees and warrants that in the performance of the Work it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion or national origin in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of this section. (Sec. 4-114a, General Statutes of Connecticut.)

12. LABOR CONDITIONS

In the employment of labor for the Work, preference shall be given to residents of the City of Groton, Connecticut, who are qualified to perform the work to which the employment relates.

In the employment of mechanics, laborers or workmen to perform the Work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states. (Sec. 31-52a, General Statutes of Connecticut.)

13. CONTROL OF THE WORK AND MATERIALS

- (a) The Owner
The City of Groton, Department of Utilities, herein acting by and through its Board of Utility Commissioners.

- (b) The Engineer

The Engineer shall be designated by the Owner as his representative, either an employee of the City of Groton, or a firm duly appointed by the Owner.

(c) Authority of Engineer

All Work shall be subject to the review of the Engineer. He shall decide all questions as to interpretation of the plans, specifications, and questions of mutual rights between Contractors. He shall decide on an acceptable rate of progress, on the manner of performance, and on the acceptable fulfillment of the Contract Documents. The Engineer shall have the right to determine the points at which the Contractor may begin work and the order in which the Work shall be prosecuted to the best interest of the Owner and within the intent of the terms of the Contract Documents.

(d) Authority and Duties of Inspectors

Inspectors designated by the Owner are authorized to inspect all work done and materials furnished with respect to the Project. Such inspection may extend to all or any part of the Work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the Work, the Inspector has the authority to reject material or suspend the Work until the question at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents, nor approve or accept any portion of the Work, nor to issue instructions contrary to the plans and Contract Documents. The Inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the Work by the latter. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Engineer or the Owner in any way, or releasing the Contractor from the fulfillment of the terms of the Contract Documents.

(e) Superintendence

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer in every possible way.

At all times, the Contractor shall have as his agent on the Work, a competent superintendent capable of reading and thoroughly understanding the drawings and specifications. The superintendent on the Work shall have full authority to execute the directions of the

Engineer without delay and supply promptly such materials, equipment, tools, labor, and incidentals as may be required.

Whenever the Contractor or his designated superintendent is not present on any part of the Work where it may be necessary to give directions, such directions may be given by the Engineer and shall be received and obeyed by the acting superintendent or foreman who may have charge of the particular work involved.

14. SANITARY ACCOMMODATIONS

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Engineer.

15. SAFETY

The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including, but not limited to, his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the Owner; the Engineer, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection of all public and private property including, but not limited to, structures, pipes and utilities, above and below ground.

All of the Contractor's on site employees are required to have a certification that they have completed, at minimum, an OSHA 10-Hour Construction Outreach Training Program course and be prepared to present their card to the on-site inspector upon request.

The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill his obligations under this section.

The Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property. This shall include but not be limited to compliance with the rules and regulations of the Occupational Safety and Health Administration of the U. S. Department of Labor and the State Division of Industry Safety.

The Contractor shall designate a responsible member of his organization at the Project site whose duty shall be the prevention of accidents. This

responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

16. OCCUPYING PRIVATE LAND OTHER THAN EASEMENTS

The Contractor shall not, except after written consent from the property owners involved, enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer.

17. DISPOSAL OF FILL OR SPOILS ON PRIVATE PROPERTY

Unless the Owner directs the Contractor to dump fill or spoils on private property or approves of said dumping in writing for specific property, the Contractor shall indemnify and hold the Owner harmless from any liability for said dumping and shall assure itself that the owner of said private property has obtained all requisite permits for said dumping.

18. REDUCTION IN SCOPE OF WORK

The Owner reserves the right to decrease the scope of the Work to be done under the Contract Documents and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items of the Bid, either prior to executing the contract or at any time during the progress of the Work. The Owner further reserves the right, at any time during the progress of the Work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the Work omitted.

19. CERTIFIED PAYROLL

The Contractor shall submit copies of his certified weekly payroll to the Engineer for his review.

20. NOT TO SUBLET OR ASSIGN

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the monies payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety of the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

The Contractor shall be responsible for all acts of subcontractors and for all contract work regardless of any subcontracts. All interests of the

Owner in the work of subcontractors shall be coordinated through the Contractor.

21. INFORMATION NOT GUARANTEED

All information given on the Drawings or in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the drawings or in the Contract Documents.

It is agreed further and understood that no bidder or contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or grounds for any claim or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction of the Work, except as may otherwise be expressly provided for in the Contract Documents.

Omissions from the plans and specifications shall not relieve the Contractor from the responsibility of furnishing, making or installing all items required by law or usually furnished, made or installed in a project of the scope and general character indicated by the plans and specifications.

22. DRUG AND ALCOHOL TESTING PROGRAM

The City of Groton, Department of Utilities, is obligated by law/regulation to assure that all contractors providing services to the City of Groton involving driving commercial vehicles with a gross vehicle weight of more than 26,000 pounds (inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds), or are used in the transportation of hazardous materials in a quantity requiring "placarding" be in compliance with substance abuse testing requirements, and when applicable, alcohol testing requirements.

The Contractor to whom the Work is awarded must complete and submit to the City a Drug and Alcohol Testing Program Compliance Questionnaire prior to award of the contract. All contractors that provide driving services must be able to deliver evidence that their subcontractors are in compliance with this part of this contract. For those

contractors/subcontractors who do not have a Drug and Alcohol Testing Program in place, the City will make available to that contractor/subcontractor at an additional cost its Program Administrator to put the contractor/subcontractor in compliance. Award of the contract shall be contingent upon certification of compliance with the state and/or federal laws and regulations regarding drug and/or alcohol testing as determined by the City of Groton or its designee.

23. ARCHEOLOGICAL FINDS

The Contractor, for the life of this contract, is herewith required to immediately notify the following organization in the event that any articles such as “charcoal,” “bone,” “shell,” or “cultural objects, fire cracked stones or stone flaking material” or any such other related items of historical significance are discovered:

Connecticut Historic Preservation Commission
59 South Prospect Street
Hartford, CT 06106
Tel: 860-566-3116

He shall also notify the Engineer or Inspector designated by the Owner for the Project.

24. OWNER’S RIGHT TO STOP THE WORK OR CARRY OUT THE WORK

- A. If the Contractor fails to carry out Work in accordance with the Contract Documents or fails to correct Work that is not in accordance with the requirements of the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.
- B. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate change order shall be issued deducting from payments then or thereafter due the Contractor for the reasonable cost of correcting such deficiencies, including Owner’s expenses and compensation for the Engineer’s additional services made necessary by such default, neglect or failure, if any. If payments

then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner at or prior to the date of final completion of the Work.

- C. The rights of the Owner stated in this section shall be in addition to, and not in limitation, restriction or derogation of, any other rights or remedies of the Owner under the Contract Documents or at law or in equity.

25. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Execution of the contract by the Contractor is a representation that the Contractor has visited the Project site, become informed of the local conditions under which the Work is to be performed including the location, condition, accessibility, layout and nature of the Project site; the generally prevailing climactic conditions, the anticipated labor supply and costs; and the availability and costs of materials, tools and equipment and has correlated such personal observations with the requirements of the Contract Documents.

END OF GENERAL CONDITIONS

INDEMNIFICATION

To the extent provided by law the selected bidder shall at all times indemnify, defend and hold harmless City of Groton and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property.

RIGHT OF THE OWNER TO TERMINATE CONTRACT

Failure of a contractor to deliver within the time specified or to deliver within the time extended by City of Groton, and failure to make replacements of rejected articles when so requested, immediately or as directed by City of Groton shall constitute contract default.

The City of Groton reserves the right to terminate the Master Service Agreement at any point.

In the event of default or that any of the provisions of this Contract are violated by the vendor, or by any of their Subcontractors, City of Groton may serve written notice upon the vendor of their intention to terminate the Contract, such notices shall contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, City of Groton shall immediately serve notice thereof upon the Vendor.

If contract is terminated, City of Groton reserves the right to award bid to next lowest responsible bidder or purchase on the open market. In either event, the defaulting contractor (or his surety) shall be liable to City of Groton for cost to City of Groton in excess of the defaulted contract prices.

It is understood by the parties that the Customer is dependent upon annual grants of money from the Federal Government and the State of Connecticut as well as property taxes to enable it to carry on its activities. It is therefore agreed that in the event the Customer informs the (vendor) in writing that the Federal Government or the state of Connecticut has ceased to make a grant sufficient for the Customer to fund the program carried on at these premises and, then this agreement shall cease and terminate thirty (30) days from the date of said written notice. In such event, the parties shall each have against the other only such rights as herein provided if the agreement had expired in accordance with its original term.

RISK OF LOSS

Bidders agree to bear all risk of loss; injury or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the bidder from any obligation under this bid.

EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

City of Groton shall not enter into any contract for purchasing with any person, agency, or organization if it has knowledge that such person, agency, or organization discriminates against any applicant, employee, or service recipient on the basis of race, color, religion, national origin, sex, age, sexual orientation or disability; or any person, agency, or organization who fails to comply with all federal and state anti-discrimination laws.

SPECIFICATIONS

City of Groton requires the full range of Architectural and Engineering services for use on a variety of projects and at a number of locations. The following is a list of the types of work for which architectural / engineering services may be required. The list is not intended to be all inclusive, but is meant to provide samples of the types of services that may be involved.

1. Architecture
2. Site Planning
3. Structural Engineering
4. Mechanical Engineering
5. Civil Engineering
6. Landscape Architecture
7. Cost Estimating
8. Customer Contract Administration
9. Environmental Engineering
10. SCADA Engineering Services
11. Electrical Engineering
12. Computer Network Engineering

The scope of work and schedule for each project will be negotiated on a project by project basis.

Scope of Anticipated Service

Some or all of the following services may be required for individual projects:

- Provide general consultation on an as needed basis, to define and confirm the scope and related requirements of the project and supply preliminary and / or final engineering design for projects determined by City of Groton.
- Work with City of Groton in the preparation and submission of all required permit applications relating to the specified project, and will attend meetings, as well as, provide presentations in conjunction with any permit applications.
- Prepare schematic plans and cost estimates for various improvement, development and expansion projects, as well as, feasibility studies, assessments and other related work as required. The firm shall prepare all construction drawings and specifications necessary to solicit bids.
- Work with City of Groton to develop conceptual designs, commensurate budgets and project schedules, bring the building(s) into full code compliance, and/or identify specific elements of each design that are incompatible with the existing facility functions.
- Complete a thorough survey that identifies constraints, under-utilization, and/or possible reconfiguration, as well as, a thorough survey of existing conditions and building infrastructure that includes mechanical, electrical, plumbing, roofing and structural systems.
- Consult during construction pre-bid conferences to clarify questions about the project.
- Advise City of Groton in determining the final acceptance and completion of the work, and confirm that all documents, warranties, manuals, bonds, as-built drawings, etc. have been turned over to City of Groton.
- Review with City of Groton alternative approaches to the design and construction of the project, determining the best-value option(s) and identifying elements that require upgrades or replacement in terms of life safety, code compliance; a comprehensive written assessment comparing solutions and offering recommendations.
- Review and take appropriate action on contractor's submittal of drawings, samples, etc. to ensure compliance with design specifications. As necessary, inspections shall be conducted to determine progress and completion of work.

BID FORM 1

AUTHORIZATION AND EXECUTION OF BID

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein, agrees to abide by the conditions set forth in the attached bid document, and certifies that:

- A. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action designed to limit independent bidding or competition, with any other vendor of materials, supplies, equipment or services described in the invitation to bid.
- B. The bidder has submitted this bid without collusion with City of Groton, any of its affiliated companies, or any employee thereof, and is unaware of any direct, personal pecuniary interest of any employee of City of Groton or any of its affiliated companies in the outcome of this bid.
- C. The bidder has not communicated the contents of the bid to its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- D. The bidder has not been debarred, suspended or excluded from any publicly-funded projects or programs.
- E. The bidder is familiar with and willing to comply with the terms and conditions of the specifications.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the City of Groton to consider the bid and make an award in accordance therewith.

Please complete & sign

Legal Name of Bidder	
Business Address	
Name & Title of Authorize agent	
Signature	
Date	
Phone & Fax Numbers	

BID FORM 2

Compensation for services will be made at the hourly rate and fee schedule described below:

Position:	Rate/ Hour:
Project Manager (P.E. or R.A.)	
Architect (licensed, R.A.)	
Structural Engineer (P.E.)	
Mechanical Engineer (P.E.)	
Electrical Engineer (P.E.)	

Civil Engineer (P.E.)	
Architect Designer	
Plumbing Designer	
Sprinkler System Designer	
Engineering Designer	
CADD Technician	
Architect Drafter	

Engineering Drafter	
Interior Designer	
Interior Technician	
Landscape Architect	
Spec/Report Writer	
Typist/Clerical	
Estimators	