



REQUEST FOR QUALIFICATIONS

ON-CALL ENGINEERING SERVICES

GREATER NEW HAVEN

WATER POLLUTION CONTROL

AUTHORITY

RFQ 2015-01

REQUEST FOR QUALIFICATIONS

FOR

GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY'S

ENGINEERING SERVICES

ON-CALL APPROVED LIST

DUE

JULY 31, 2015

NO LATER THAN 4:00 P.M., LOCAL TIME

**THE GREATER NEW HAVEN
WATER POLLUTION CONTROL AUTHORITY
NEW HAVEN, CONNECTICUT**

**260 EAST STREET
NEW HAVEN, CT 06511
(203) 466-5280**

REQUEST FOR QUALIFICATIONS ON-CALL ENGINEERING SERVICES

I. INTRODUCTION

INTENT

The Greater New Haven Water Pollution Control Authority (Authority) intends to select a prequalified list of consulting engineering/professional services firms within three Major Service areas and ten Specialty Service areas identified within this RFQ. Firms interested in providing engineering services for one or more of the Major Service areas or any of the ten Specialty Areas identified should specify those areas on the cover sheet (Attachment A) in their Statement of Qualifications, and provide qualifications specifically prepared for each Service Area. Consultants may be prequalified for more than one area of service.

Engineering consultants shall be selected using the Qualifications Based Selection (QBS) process. Some Contracts awarded under this RFQ could be funded in part by the State of Connecticut, Department of Energy and Environmental Protection (DEEP) Clean Water Fund (CWF) and/or the Department of Transportation (CT DOT) utility relocation program. This procurement conforms to the requirements contained in Section 22a-482-4(h), (i), and (o) of the Connecticut State Agencies. The State of Connecticut is not a party to this RFQ or any resulting Contract; however, if your assignment should receive Federal or State funds you will be obligated to adhere to all necessary applicable requirements imposed on the Authority (reference "Compensation Requirements" within this RFQ for further information).

In general, probable construction costs for each project may range from approximately \$20,000 to \$5,000,000. The Authority anticipates the quantity of projects may range from approximately 5 to 10 per year; however, the Authority does not guarantee a minimum quantity of projects per year nor does it guarantee that any selected on-call "approved list" consultant will be given a Task Order in any given year. The duration of each project is anticipated to range from a few weeks to several months, and is not anticipated to exceed one year. The Authority reserves the right to issue further detailed Request for Proposals for any specific capital improvement projects when it determines that such solicitation is in its' best interest.

The Authority intends to structure a three year on-call contract with each "approved list" consultant with up to two one year extensions, at the discretion of the Authority. Task Orders referencing the On-Call Contract will be issued to the consultants as projects are assigned. The Scope and fee for each Task Order will be negotiated individually with the Authority's Engineering and/or Operations Department Director prior to issuance by the Executive Director.

Upon request, the consultant may submit updated compensation rates on annual bases. The consultant's compensation rate structure shall be modified based in accordance with the Consumer

Price Index (CPI) for all urban consumers in the New York Metropolitan Area. If calculations reveal a reduction in the CPI, the compensation rate shall not be adjusted.

ABOUT THE AUTHORITY

The Greater New Haven Water Pollution Control Authority (Authority) was created as an independent regional authority in August, 2005 in accordance with Connecticut General Statute's 22a-500-519. The Authority provides wastewater collection and treatment services to portions of North Haven and North Branford through inter local agreements.

These Statutes provide the Authority with extensive powers, including the power to purchase, own and operate a public sewer system, to levy assessments and sewer use fees, to place liens on real estate, and to issue revenue bonds. The Authority is also eligible for grants and loans under the State's CWF program. The Authority provides several key benefits including establishing for each of the municipalities a real stake in the regional wastewater system's finances, furthering the environmental protection laws of the State of Connecticut, enhancing service delivery and gaining efficiencies and economies of scale with respect to planning, design, construction, management, operation and maintenance.

The Authority is governed by a nine member Board of Directors appointed by the chief elected official and approved by the legislative body of each municipality. The Board consists of four representatives from New Haven, two each from East Haven and Hamden, and one from Woodbridge.

The Authority serves approximately 200,000 people, including residential, commercial, government and non-profit customers, and oversees the operation and maintenance of an extensive 4-town regional wastewater system that includes 560 miles of pipeline, 30 pumping stations and an advanced secondary water pollution abatement facility. Wastewater treated by the Authority at its East Shore Water Pollution Abatement Facility (ESWPAF) in New Haven is discharged into Long Island Sound. The ESWPAF is designed to meet both federal and state effluent quality standards.

The Authority has executed two Contracts with Synagro-CT, Inc. Under the first contract, Synagro is responsible for the receipt and disposal of sludge generated within the Authority's service area. The sludge is incinerated at the ESWPAF on-site incinerator. Under the second Contract, Synagro provides maintenance to all of the Authority's facilities.

SCOPE OF SERVICES

The Greater New Haven Water Pollution Control Authority is requesting qualifications from engineering firms to provide on-call professional services in planning, surveying, design, information technology, construction contract administration, resident inspection and general technical support for the following Major Service areas:

- 1. Wastewater Treatment Facilities & Major Pump Stations** - the ESWPAF in New Haven is an activated sludge, advanced secondary wastewater treatment plant capable of treating up to 40 million gallons per day (MGD) of sewage on a typical dry weather day. The ESWPAF is the largest

coastal Connecticut wastewater treatment plant discharging into Long Island Sound. Operating with a combined sewer system, the ESWPAF handles up to 100 MGD of sewage flow in periods of wet weather. In accordance with recommendations of the Long Island Sound Study, the ESWPAF's secondary treatment process was upgraded to include a BNR system for the removal of nitrogen from the effluent.

The Authority is currently working on an update to its Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) which will identify and prioritize both Capital and DEEP funded CWF projects consistent with the Authority's 2015 Consent Order.

Work within the CSO LTCP will likely include upgrades to the ESWPAF along with expansion of wet weather capacity. In addition, three major pump stations (East Street Pump Station, Boulevard Pump Station, and Union Pump Station) will be upgraded, rehabilitated and/or replaced. These stations convey 60% of the flow to the ESWPAF.

2. **Wastewater Collection Systems** - the New Haven collection system is comprised of approximately 560 miles of sanitary and combined sewers ranging in size from 8 to 102 inches in diameter with approximately 14,000 manholes and a five million gallon CSO storage tank. GNHWPCA has 17 active CSO Regulators and 13 active CSO Outfalls throughout the combined sewer system in New Haven. The Authority expends between 1.0 and 3.0 million dollars per year in capital costs related to repair and replacement of aging sewers in the New Haven wastewater collection system.

DEEP CWF combined sewer separation, regulator improvement and relief sewer projects will continue in the New Haven system in accordance with the CSO LTCP.

In addition, based on the availability of funding through the DEEP CWF I/I program, the Authority plans to seek Grant/Loan funds to rehabilitate and/or line systems identified within future Sanitary Sewer Evaluation Surveys.

3. **Minor Pumping Stations** – In addition to the three major pump stations included under Item 1 of this RFQ, the Authority owns, operates and maintains 13 medium size wastewater pump stations ranging in size from 10 to 150 horsepower (hp) and 14 small wastewater pump stations which are all less than 10 hp in the New Haven system. The Authority budgets between \$0.5M to \$1M of capital funds toward minor pump station improvements on an annual basis with a goal of replacing/rehabilitating at least one minor pump station annually.

4. **Specialty Services (SS)** - In addition, the Authority may require specialty services to support the staff with various in-house engineering and operational planning and design decisions. On-call services in this nature may vary significantly from year to year.

- a. **SS - Energy** - The Authority owns, operates and maintains multiple facilities in the New Haven system. The scope of services includes but is not limited to consumption and use analysis; rate and tariff analysis; assistance with energy procurement services; presentations; planning

related to energy programs or projects; project oversight on behalf of the Authority related to energy related projects; preparation of project information for submittal for outside funding; recommendations regarding potential energy saving or cost reduction projects; and engineering analysis of potential energy saving or cost reduction projects.

- b. SS - Electrical** - Provide professional electrical engineering design and/or consulting services for the Authority to support the needs of electrical system improvements, retrofits, temporary use, and long term planning. Scope of services is expected to encompass electrical for site improvements, wastewater treatment equipment and ancillary structures at the ESWPAF in New Haven and its major pump stations. It is critical that the consultant include and highlight the resumes of key personnel that will be assigned to this project as many of the tasks may be advisory in nature and require a high level of design and hands on experience.
- c. SS - Value Engineering (VE)** – The VE Consultant shall be able to perform the function of Value Engineering role as defined in the Regulations for Connecticut State Agencies Section 22a-482-3 (d) Value Engineer. The consultant will be retained specifically for DEEP CWF projects with total building costs of \$10 million dollars or more.
- d. SS - Geotechnical** – The Geotechnical Engineering Consultant shall provide support to the Authority’s engineering staff in the design, evaluation, investigation and construction of various projects requiring these specialized services.
- e. SS - Environmental / Remediation /Permitting** - The Consultants shall have a current knowledge of EPA and CT DEEP water quality laws and regulations in addition to having working regulatory knowledge and technical expertise. The Consultant shall provide a full range of water and wastewater permitting and compliance services for industry and government to comply with these laws and regulations. Work may involve the following:
- NPDES permitting of wastewater discharges
 - Compliance sampling and Whole-Effluent Toxicity (WET) testing
 - Toxicity Identification Evaluation (TIE)/Toxicity Reduction Evaluation (TRE) studies
 - Receiving water body Waste load Allocation (WLA) and Total Maximum Daily Load (TMDL) studies
 - Stormwater management and permitting
 - Spill Prevention, Control, and Countermeasure (SPCC) planning and response
 - Wetlands/Section 10 and 404 permitting
 - Perform site remediation up to and including testing, storing, and arranging for the disposal contaminated soils and/or liquids associated with excavations or dewatering operations
- f. SS - Land Surveying** – The qualified Licensed Professional Survey consultant shall provide On-Call Land Surveying Services for the Authority. The selected firm may assist the Authority with various land surveying assignments including but not limited to:
- Field surveys of control nets and lines, boundary lines, topography and existing structures
 - Preparation of property descriptions, plats, easements and right-of-way maps
 - Preparation of and setting up photogrammetric surveys

- Perform various types of surveying tasks on all types of construction projects
 - Performing Quality Assurance work associated with land surveying work
 - Review, suggest corrections, and make recommendations on the checking of parcel maps and final maps
- g. SS - Flow Monitoring** – The Flow Monitoring Specialty Service Consultant shall be experienced in providing flow monitoring and rain gauge services for wastewater Authority’s and/or municipalities. The consultant shall have the full capability to manage and maintain the flow monitoring equipment and communication system which may be integrated into the Authority’s SCADA system. The following is a list of service requirements that may be called upon to serve the Authority’s needs:
- Flow Metering – Both Temporary and Long Term
 - Accuracy Analysis of Flow Metering Data
 - Flow Meter Technology and Upgrade Recommendations
 - Flow Meter Operation and Maintenance
 - Cost Reduction Recommendations
 - Dye Dilution Testing
 - Smoke Testing
 - Flow Meter SCADA and Wireless Communication Integration
 - Web-Based Flow Data File Sharing
- f. SS - Green Infrastructure** - Engineering / Landscape Architect Consultant shall specialize in green solutions to stormwater management in keeping with our NPDES permit and the requirement to minimize inflow into the combined sewer system. The Consultant shall be familiar with all available grant and loan programs for which the Authority may be eligible.
- g. SS - Geographic Information Systems (GIS)** – GIS consultants complete routine database/mapping updates associated with error reports created by GNHWPCA employees including errors received from field staff. Consultants are also in charge of maintaining and updating the Authority’s web based GIS viewer and all updates required to maintain our GIS/CMOM data collection processes.
- h. SS - Utility Relocation Incidental to Department of Transportation Projects** – The Authority seeks a Consultant capable of performing design and construction administration on sanitary and combined sewer collection systems that is familiar with the Authority’s standard specifications and details. The Consultant shall also have experience on Department of Transportation Heavy Highway and Roadway projects which involve utility relocations and/or coordination. It is imperative that the Consultant be experience with the CT DOT’s “Utility Manual for Documenting and Billing Highway Relocation Work” and be able to function in the CT DOT administratively intensive environment. The Authority will rely on the Consultant to prepare their invoicing in accordance with the DOT’s requirements so that the Authority can seamlessly seek reimbursement where applicable.

JOINT VENTURES AND SUB-CONSULTANTS

Respondents proposing service through sub-consultants and joint ventures will be considered provided one is identified as the prime consultant. The employment of sub-consultants shall not in any way relieve the Respondent of full responsibility for the performance of all the work or the obligations or liabilities related thereto. The Respondent agrees that it will pay its sub-consultants within 30 days of the receipt of payment by the Authority.

The Authority shall retain the right to request a new sub-consultant if it is deemed necessary by Authority management.

INFORMATION PROVIDED WITH THIS RFQ

Thorough knowledge of the Authority's infrastructure is not a prerequisite for being selected to the Authority's On-Call list. However, to facilitate a consistency with providing general knowledge of our facilities, the Authority is making electronic copies of the following documents available for view and download through the Authority's website vendor portal www.gnhwpc.com (Doing Business with GNHWPCA / Vendor Portal).

- **NEW HAVEN SYSTEM INFORMATION**
 - 2001 New Haven CSO LTCP Report
 - 2001 New Haven CSO LTCP TM # 1
 - 2001 New Haven CSO LTCP TM # 2
 - 2001 New Haven CSO LTCP TM # 3
 - 2001 New Haven CSO LTCP TM # 4
 - 2001 New Haven CSO LTCP TM # 5
 - 2001 New Haven CSO LTCP TM # 6
 - 2001 New Haven CSO LTCP TM # 7
 - 2001 New Haven CSO LTCP TM # 8
 - 2001 New Haven CSO LTCP TM # 12
 - 2001 New Haven CSO LTCP TM # 13
 - 2011 New Haven CMOM Plan
 - 2011 New Haven Facilities Plan Volume 1
 - 2011 New Haven Facilities Plan Volume 2
 - 2011 New Haven Facilities Plan Volume 3
 - 2011 New Haven Facilities Plan Volume 4
 - 2014 New Haven Green Infrastructure Study
 - 2014 New Haven West River CSO Report
 - 2015 New Haven Hydraulic Model Update
 - 2015 New Haven Hydraulic Model Update Appendix A
 - 2015 New Haven Hydraulic Model Update Appendices B-H
 - 2015 New Haven Relief Sewer Study Part 1
 - 2015 New Haven Relief Sewer Study Part 2
 - 2015 New Haven Relief Sewer Study Part 3

- New Haven 2014 Annual CO Progress Report to DEEP
- New Haven 2016 Cost of Service Study
- New Haven 2016 CSO LTCP Update Scope
- New Haven Critical Assets Information
- New Haven CWF FY 16-17 Projects
- New Haven DEEP 2015 Consent Order
- New Haven EPA CMOM 2015 Consent Order
- New Haven FY 15 Operating Budget
- New Haven NPDES Permit # CT 0100366
- New Haven Permitting and Design Criteria Manual
- New Haven Pump Station Information
- New Haven Sewer Map

This information is being provided as a tool to become familiar with various components of the Authority's processes, capital programs, and infrastructure.

QUESTIONS

Written questions regarding this Request for Statement of Qualifications may be submitted to the Greater New Haven Water Pollution Control Authority, 260 East Street, New Haven, Connecticut 06511 via email only at Engineering@GNHWPCA.com, **Subject Line: On-Call Consultant RFQ**. Questions shall be in writing and received no later than 4:00 P.M. on July 15, 2015. Answers to substantive questions shall be provided in writing for posting on our website vendor portal.

II. QUALIFICATIONS STATEMENT FORMAT, SELECTION PROCESS AND SCHEDULE

A. Qualifications Statement Format and Evaluation Criteria

Qualification Statements must be submitted in a sealed envelope marked "STATEMENT OF QUALIFICATIONS Number 2015-01 FOR ON CALL ENGINEERING SERVICES" on the exterior.

- Qualification shall be one single report style bound document. The first page of the document shall be the cover sheet form (Attachment A) attached to this RFQ.

One (1) original and six (6) copies of the Qualifications Statement shall be submitted. All Qualification Statements, upon receipt by the Authority, shall become property of the Authority. All Qualification Statements shall be signed by the firm's duly authorized principal to be considered, the complete Qualification Statement must be received by the Director of Finance and Administration of the Greater New Haven Water Pollution Abatement Authority at the Authority's main office located at 260 East Street, New Haven, Connecticut 06511 no later than the close of the Authority's business day at 4:00 P.M. on July 31, 2015.

Qualification Statements submitted to the Authority after the stated deadline will be deemed non-responsive and ineligible. Qualification Statements will not be accepted after this time and date.

The Authority assumes no liability for Qualification Statements not received at the Authority's office or by the time set forth above or for Qualification Statements, which are incorrectly labeled on the envelopes.

The Qualifications Statement transmittal letter shall be on company letterhead signed by a person authorized to submit and sign a Qualifications Statement.

The Authority reserves the right to accept or reject any or all Qualification Statements and to waive informalities or irregularities in the selection process.

The Authority will not be liable for any costs incurred by the respondents in replying to this request for Statement of Qualifications. To the extent permitted under Connecticut law, all Qualification Statements will be kept confidential. In the event any Respondent believes that any information submitted with its Qualifications Statement is confidential, classified, or proprietary business information, such information should be explicitly identified and marked. The reason for such designation should also be stated.

Qualification Statements will only be accepted from firms authorized to do business in the State of Connecticut.

Qualifications Statements will include the following information, specifically prepared for each Service Area identified under Items 1, 2, 3 and 4a through 4h in this RFQ, for which the firm is interested in providing engineering services to the Authority.

Client Manager / Project Managers / Key Personnel

Identify the name and qualifications of the proposed Client Manager. The Client Manager shall serve as the primary contact to initiate each project. The Client Manager may also serve as the Project Manager and/or project technical expert. Identify and include the Client Manager's prior experiences related to:

- Managing similar on-call engineering services contracts.
- Track record in meeting schedule and cost constraints.
- Project team building, assembling, and mobilization (Please provide specific examples of project team building, assembling, and mobilization in response to emergency and/or immediate client needs).

Identify the names and qualifications of the Project Managers to be assigned to this project. The Project Manager, at a minimum, shall manage the overall multi-disciplinary team, and control the schedule and budget for each assignment.

Include the Project Manager's prior similar experiences on:

- Projects that best illustrate Project Manager's expertise to manage on-call engineering services contracts or projects that vary in scope and require immediate mobilization and responsiveness.
- Track record in meeting schedules and budgets.
- Developing and implementing cost effective multi-disciplinary projects and design process.

Provide the identity and qualifications of Key Personnel (both prime and sub-consultants) to work on projects, including the adequacy and appropriateness of their credentials and capabilities, and area(s) of expertise to be applied to project assignments. Key personnel, at a minimum, shall serve as technical oriented experts.

Provide resumes of the Client Manager, Project Managers and Key Personnel only.

Overall Qualifications of Firm / Team

Provide a brief description of the overall qualifications of your firm and project team.

Provide examples (not more than five) of general on-call engineering services performed by your team within the last five years. The examples should include the nature of your involvement in the project, any special environmental, political, or technical problems involved in the project, how the problems were resolved, the name and phone number of the owner's representative in charge of the project, the consultant's contracted amount for the project, the total project cost, and when the project was performed.

For all specific projects and/or on-call engineering services contacts identified, include the name and phone number of the owner's representative in charge of the project and/or on-call engineering services contracts.

On-call Services Approach

The proposed project approach should include the following:

- A statement of on-call engineering services understanding.
- A management/technical approach that should describe the utilization of specific methodologies and techniques to perform on-call engineering services.
- Include a detailed description of the quality control plan that will be utilized during on-call engineering services projects. The plan should include specific procedures to be used in assuring that the quality of the deliverables, meet the Authority's criteria and the standard of ordinary professional care. The plan should detail the products to be reviewed, reviewer's identity, review timing and frequency, review documentation, dispute resolution procedure, and sign off requirements.

MBE/WBE Involvement

Some of the projects performed may be funded under the State of Connecticut CWF Program. Under such assignment, the consultant shall be responsible for complying with all State of Connecticut DEEP requirements including the utilization of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Provide a list of MBE/WBE firms proposed to work on general on-call engineering services projects. The list should include the proposed experience in the areas of work proposed for each MBE/WBE firm.

Compensation Requirements

The services shall be performed in accordance with the provisions noted in each task assignment letter prepared by the Authority for each project. Each task assignment letter shall detail the scope of the project; specify the maximum compensation for the services; and specify a time frame for completion of each project. Each task assignment letter shall reference a task number specific to the project. No work shall be performed until the consultant receives the approved task assignment letter.

The payment shall include fees for services and direct reimbursable expenses. Fees for services shall include all direct labor costs, overhead costs, and profit. Direct reimbursable expenses are in addition to fees for services and include expenses incurred by the consultant in the interest of the project. Reimbursable expenses shall be estimated and shall not be exceeded without prior written consent of the Authority. All requests for reimbursement of direct reimbursable expenses shall be accompanied by receipts for such expenses.

Reimbursable expenses shall be paid at cost and shall include the following:

- Expenses in connection with authorized out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the project.
- Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents including expenses incurred in assisting the Authority with the preparation of the bid package, clarification of items with the contract documents and reproductions of documents.
- Expenses of renderings, models and mock-ups requested by the Authority.

Provide a schedule of hourly rates by job classification; the firm's proposed overhead rate and requested percent profit.

GNHWPCA Funded Capital Projects:

Provide a schedule of hourly rates by job classification; the firm's proposed overhead rate and requested percent profit. At no time shall any project request a percent profit exceeding twelve (12) percent.

Department of Environmental Protection Clean Water Fund Projects:

For projects receiving State and Federal Clean Water Funds, maximum fees for Engineering contracts shall follow CWF Memorandum dated July 1, 2008; Subject: "Eligible Profit Levels for Engineering Contracts on Clean Water Fund Projects" and CWF Memorandum dated April 17, 2013; Subject: "DBE Subcontractor Participation and CWF Projects for Engineering Services" (see Attachment C).

Department of Transportation Projects:

For projects receiving Federal Funds, maximum fees for Architects, Engineers and Consultants shall comply with the guidelines set forth in Schedule 1, Policy No. F&A 30, dated April 12, 2006; Subject: "Maximum Fees for Architects, Engineers and Consultants", and in Schedule 2, Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996 (see Attachment D)

B. Selection to the Authority's Approved List

Qualifications Statements will be evaluated by a Selection Committee and scored on the basis of the information provided in the Qualifications Statement. The Authority, depending upon the thoroughness of the Qualification Statements, may at its sole option, recommend placement of the consultant on the On-Call List based upon the initial Qualifications Statement submittal. **Do not** assume there will be an interview or opportunity for submittal of additional information.

If the Authority intends to hold interviews, the Respondents to be interviewed will be contacted to schedule an interview.

After completing the evaluation and after selection of the consultants, a letter will be sent to all Respondents informing them of the Authority's decision. Contract awards will be made to the Respondents whose Qualification Statements best complies with the requirements of this Request and is in the best interest of the Authority. Upon approval of the Board of Directors, the selected consultants will be required to execute the Authority's Standard Agreement for Professional Services, a copy of which is attached to this RFQ (Attachment B). Upon execution of the Agreement and when the need for work arises, the Authority will negotiate scope of services, level of effort, and fees with the selected consultants in the required service areas. Notice to proceed will be given by the Executive Director via Task Orders which reference the binding contract and negotiated scope of services.

C. Schedule

The Authority expects to complete the selection process in accordance with the following schedule:

Issue the RFQ:	July 1, 2015
Closing Date for Written Questions:	July 15, 2015, 4:00 P.M.
Deadline for submission of Qualifications Statements:	July 31, 2015, 4:00 P.M.
Qualification Review Period:	August 3, 2015 – September 1, 2015
Board of Director Approval:	September 15, 2015
Letter notifications due	September 30, 2015

III. INSURANCE

In accordance with Article 6 of the Authority's Standard Engineering Service Agreement, the ENGINEER shall secure at its own cost and expense, insurance coverage to insure against the risks to the Authority in accordance with the following minimum amounts:

<u>Insurance</u>	<u>Minimum Limits of Liability</u>
Workers' Compensation:	Statutory Minimum Coverage
Employer's Liability:	\$ 1,000,000 Each Accident/Each Employee/Policy Limit
Automobile Liability:	\$ 1,000,000 per occurrence
Commercial General Liability:	\$ 1,000,000 per occurrence/\$2,000,000 aggregate (Including Products Liability)
Excess/ Umbrella Liability:	\$ 5,000,000 per occurrence/aggregate
Electronic Data Processing (EDP) Coverage:	\$ 1,000,000 per occurrence
Professional Liability (E&O) Coverage:	\$ 1,000,000 per occurrence

The Authority can make adjustments to these limits based on the task assigned.

All policies must be primary and non-contributing and the consultant must waive all rights of subrogation. The consultant will agree that it will require and verify that each of its subcontractors carries at least the same insurance coverage and minimum limits of insurance. Insurance coverage shall be maintained continuously until the completion of the consultant's services, except in the case of Errors and Omissions coverage, which shall be maintained for at least one (1) year after the Termination Date.

The consultant shall file certificates of insurance with the Authority prior to the commencement of the work. These certificates and the insurance policies shall contain provisions naming the Authority and the Authority's officials, officers, directors, employees, agents, representatives, consultants, contractors and subcontractors as additional insured and loss payees and that coverage afforded under the policies will not be canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to the Authority. The amount of coverage and period of coverage of the insurance policies required shall not be changed without the prior written approval of the Authority.

The consultant shall be solely responsible for the full amount of any deductible with respect to any and all insurance policies required. The insurance specified shall be the minimum requirements. The liability of the consultant is not limited by the consultant's insurance coverage.

ATTACHMENT A

RFQ 2015-01

COVER SHEET FORM

(TO BE INCLUDED AS THE 1ST PAGE OF QUALIFICATIONS STATEMENT)

2015



ATTACHMENT A
RFQ 2015-01
Engineering Services
GNHWPCA On-Call Approved List

COVER SHEET FORM

(TO BE INCLUDED AS THE FIRST PAGE OF YOUR QUALIFICATIONS STATEMENT)

INFO PROVIDED IS NECESSARY FOR CONTRACT EXECUTION: (PLEASE PRINT)

Corporate Name: _____

Address: _____

Duly Authorized: _____
(Person Authorized to Execute Contracts on behalf of your Corporation)

Client Manager Name: _____

Client Manager Contact Number: _____

Client Manager Email: _____

Audited Rate Sheet(s) attached. See Page(s) _____

Complete List of Services to be considered for (please check all that apply)

- Wastewater Treatment Facilities & Major Pump Stations
- Wastewater Collection Systems
- Minor Pumping Stations
- SS - Energy
- SS - Electrical
- SS - Value Engineering (VE)
- SS - Geotechnical
- SS - Environmental / Remediation /Permitting
- SS - Land Surveying
- SS - Flow Monitoring
- SS - Green Infrastructure
- SS - Geographic Information Systems (GIS)
- SS - Utility Relocation Incidental to Department of Transportation Projects

ATTACHMENT B

SAMPLE

CONSULTING AGREEMENT

2015

ATTACHMENT B

**AGREEMENT
BY AND BETWEEN
GREATER NEW HAVEN
WATER POLLUTION CONTROL AUTHORITY
AND
[ENGINEER]
FOR PROFESSIONAL ENGINEERING SERVICES
REGARDING
[SHORT DESCRIPTION OF SCOPE OF SERVICES]**

THIS AGREEMENT, is entered into as of this day of 2015, by and between the **GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY** (hereinafter referred to as the "**AUTHORITY**"), and **[ENGINEER]** a **[STATE]** corporation authorized to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of the State of Connecticut, and having offices **[ENGINEER'S ADDRESS]** at hereinafter referred to as the "**ENGINEER**"), acting herein by **[ENGINEER'S REPRESENTATIVES NAME]**, its duly authorized **[TITLE]**.

WITNESSETH:

WHEREAS, the **AUTHORITY** intends to **[BRIEF DESCRIPTION OF SCOPE OF SERVICES]** (hereinafter called the "Project");

WHEREAS, the **AUTHORITY** desires to obtain professional engineering services for the Project; and

WHEREAS, the **AUTHORITY** has selected the **ENGINEER** and the **ENGINEER** has agreed to perform the engineering services set forth hereunder; and

WHEREAS, the fees to be paid to the **ENGINEER** under this Agreement is comparable to the fees paid for similar services within the State of Connecticut.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **AUTHORITY** and the **ENGINEER** hereby agree as follows:

ARTICLE 1 RETENTION OF THE ENGINEER

1.1 Engagement The AUTHORITY hereby engages the ENGINEER and the ENGINEER hereby agrees to perform the Services (as defined in Section 2.1 hereof). The principal in charge of Services to be undertaken by the ENGINEER pursuant to this Agreement shall be [ENGINEER'S REPRESENTATIVE] or such other qualified person as is designated by the ENGINEER in writing to the AUTHORITY and with the prior written approval of the AUTHORITY.

1.2 Representative of the Authority Sidney J. Holbrook, Executive Director of the AUTHORITY, or his representative, will direct the performance of the Services under this Agreement on behalf of the AUTHORITY.

1.3 Subcontracting The ENGINEER shall not subcontract any of the Services to be performed by it under this Agreement without the express prior written approval of the AUTHORITY. In the event that the AUTHORITY approves of the hiring of subcontractors or sub consultants by the ENGINEER to pursue the Project, the ENGINEER agrees to cooperate as fully as possible with the AUTHORITY and any and all additional subcontractors and sub consultants in the interests of the Project. The ENGINEER shall be as fully responsible to the AUTHORITY for the acts and omissions of the ENGINEER'S subcontractors as it is for the acts and omissions of people directly employed by it and shall require any subcontractor or sub consultants approved by the AUTHORITY to agree in its contract to be bound by all obligations and conditions of this Agreement to which the ENGINEER is bound.

ARTICLE 2 SCOPE OF SERVICES

2.1 Services The Services to be performed by the ENGINEER under this Agreement shall be as outlined in the ENGINEER'S proposal dated [DATE] a copy of which is attached hereto and made a part of this Agreement as Exhibit A (collectively, the "Services"). The AUTHORITY may, from time to time, request changes in the scope of the Services to be performed by the ENGINEER hereunder. Any such changes, including any increase or decrease in the amount of the ENGINEER'S fees, which are mutually agreed upon by and between the AUTHORITY and the ENGINEER, shall not be effective until such time as a written amendment to this Agreement is executed by the parties.

The services specified in the ENGINEER'S proposal dated [DATE OF PROPOSAL] shall be performed in accordance with the provisions noted in each task assignment letter prepared by the AUTHORITY for each project. Each task assignment letter shall detail the scope of the project and shall specify the maximum compensation for the aforesaid services. Such letters shall be issued during the time period of this Agreement and shall specify a time frame for completion of each project. Each task assignment letter shall reference a task number specific to the project. No work shall be performed until the ENGINEER receives the approved task assignment letter.

2.2 Standards and Practices The ENGINEER covenants and agrees that it will perform the Services under this Agreement (i) in accordance with all applicable federal, state, local, foreign or other laws,

rules, codes, standards, regulations, requirements, consent decrees, consent orders, consent agreements, permits, licenses, authorizations, judgments, actions, determinations or order of federal, state, local, foreign or other authorities, and all orders, writs, decrees, and consents of any governmental or political subdivision or agency thereof, or any court or similar person or entity established by any such governmental or political subdivision or agency thereof (collectively "Applicable Law"), (ii) in accordance with the practices, methods and acts engaged in or approved by the engineering profession for comparable projects that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, and standards regarding reliability, safety, environmental protection, reasonable economy and expedition (collectively, the "Professional Engineering Practices"), and (iii) without trespassing on any private property.

2.3 Operations Generally The ENGINEER, at its sole cost and expense, and subject to the terms, conditions and limitations of this Agreement, shall procure and provide all necessary materials, supplies, consumables, utilities, labor and other requirements needed to perform the Services herein. In performing the Services required under this Agreement, plans, designs and all documents submitted by the ENGINEER shall conform to (i) all Applicable Law, (ii) Professional Engineering Practices, (iii) manufacturer's recommendations, and (iv) all other requirements of this Agreement.

2.4 Meetings In providing the Services required under this Agreement, the ENGINEER shall meet with staff representatives of the AUTHORITY as often as reasonably necessary and shall also be available upon request to meet and consult with members and staff of various departments of the AUTHORITY, and with other persons or entities, including federal or state officials.

2.5 Procedure for Submissions All plans, drawings and documents prepared by the ENGINEER pursuant to this Agreement shall be submitted to the AUTHORITY for review and approval. The AUTHORITY shall review materials submitted by the ENGINEER within thirty (30) calendar days. In the event the AUTHORITY disapproves of any of the submitted materials, or any portion thereof, or requires additional, modified or substituted material in order to properly review the submission, the ENGINEER shall revise such disapproved work and submit the revised, additional, modified or substituted materials to the AUTHORITY for its review and approval, which approval shall not be unreasonably withheld. Such revisions shall be performed by the ENGINEER at its sole cost and expense if the submitted materials are disapproved due to (i) the negligence of the ENGINEER, (ii) the failure of the Services to conform to Professional [Engineering] Practices, (iii) the failure of the ENGINEER to comply with Applicable Law, or (iv) a breach by the ENGINEER of any of the terms or provisions of this Agreement.

2.6 Form of Submissions Unless otherwise specified in the Agreement, all written materials required to be submitted under this Agreement shall be submitted in three (3) copies. With respect to full-size plans and drawings, the ENGINEER shall submit an electronic version on a compact disk as well as five (5) black line prints thereof.

2.7 Ownership and Use of Materials All of the materials prepared by the ENGINEER under this Agreement, including any partially completed documents, shall be the sole and exclusive property of the AUTHORITY and the ENGINEER shall label all drawings and documents accordingly. The AUTHORITY shall use materials prepared by the ENGINEER under this Agreement solely for the purpose described in this Agreement. The ENGINEER, upon prior written approval by the AUTHORITY, may publish materials prepared under this Agreement.

2.8 Additional Services. Additional Services (as defined below) may be performed by the ENGINEER in accordance with the terms of this Section 2.8. Additional Services beyond the scope of this Agreement shall be performed by the ENGINEER only upon the request of the AUTHORITY. In the event the ENGINEER does not obtain permission of the AUTHORITY for any Additional Services, the AUTHORITY shall not be liable to the ENGINEER for the cost of any such Additional Services. Additional Services under this Agreement shall mean the following:

- A. Providing reproduction of design documents in excess of the number of copies required herein pursuant to Section 2.6.
- B. Preparation of special presentation materials such as detailed presentation models or renderings.
- C. Such other services as mutually agreed upon by the AUTHORITY and the ENGINEER.

2.9 Fee Adjustment The ENGINEER agrees that, should the scope of the work under this Agreement be reduced, such reduction will be reflected in a commensurate reduction of the fees paid to the ENGINEER hereunder.

ARTICLE 3 AUTHORITY'S RESPONSIBILITIES

3.1 Responsibilities in General The AUTHORITY shall provide the ENGINEER with all relevant information in its possession regarding the requirements for the Project and shall use its commercially reasonable efforts to obtain such other information as is reasonably required by the ENGINEER in order to perform the Services. The AUTHORITY shall furnish the ENGINEER such plans of the area as it may have in its possession, and shall also provide information concerning municipal utilities and services, and if necessary, shall assist the ENGINEER in obtaining any other necessary information from private utility corporations. The ENGINEER acknowledges and agrees that the AUTHORITY shall not be responsible for and shall not warrant the accuracy of the information and data set forth in such documents. The ENGINEER shall be responsible for making field inspections to verify all information provided by the AUTHORITY regarding the sites.

3.2 Additional Responsibilities The AUTHORITY shall furnish the ENGINEER with complete construction standards and specifications for the Project, as modified or amended during the course of this Agreement.

ARTICLE 4 TIME PROVISIONS AND TERMINATION

4.1 Termination Date Unless earlier terminated pursuant to this Article 4, this Agreement shall remain in full force and effect until the documents prepared under this Agreement have been accepted by the AUTHORITY, which acceptance shall be at the sole and absolute discretion of the AUTHORITY (the "Termination Date").

4.2 Project Schedule The ENGINEER shall complete the Services in accordance with the Project Schedule set forth in Exhibit A.

4.3 Extension The AUTHORITY may, by a signed written statement, extend the time for performance of the Services hereunder beyond the period stipulated above when the work has been delayed for reasons beyond the control of the ENGINEER. In the event that the AUTHORITY extends the time for performance beyond one (1) year from the date for completion specified in Section 4.2, the ENGINEER and the AUTHORITY may renegotiate the fees payable hereunder on the basis of current conditions.

4.4 Discontinuance The AUTHORITY may at any time, and for any reason, direct the discontinuance of the Services and work contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the AUTHORITY may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. In the event that the AUTHORITY directs the is continuance of the Services hereunder for a period of time in excess of six (6) months, through no fault of the ENGINEER, the parties may negotiate an adjustment in the fees payable hereunder due to a rise in the cost of performance. Stoppage of work under this Article shall not give rise to any claim against the AUTHORITY.

4.5 Termination The ENGINEER and the AUTHORITY agree that:

- A. Termination for Default. The AUTHORITY may terminate this Agreement, in whole or in part, effective upon delivery of notice to the ENGINEER, if (i) the ENGINEER fails to perform the Services in accordance with the terms of this Agreement; (ii) the ENGINEER breaches any other provision of this Agreement; (iii) the ENGINEER anticipatorily repudiates any material provision of this Agreement; (iv) the ENGINEER becomes insolvent, files a petition for relief under any bankruptcy, insolvency or similar law, makes an assignment for the benefit of its creditors, or takes any action for (or in anticipation of) any of the foregoing; or (v) there is a material adverse change in the business, properties, prospects, operations or condition (financial or otherwise) of the ENGINEER. Upon any termination pursuant to this Section, the ENGINEER shall: (1) continue to perform any portion of the Services for which this Agreement is not cancelled; and (2) be liable for additional costs and expenses, if any, incurred by the AUTHORITY in connection with locating and contracting for similar services to cover such default.

- B. Termination for Convenience. The AUTHORITY may terminate the Agreement, in whole or in part, at any time for the AUTHORITY's convenience, with or without cause, by giving the ENGINEER not less than ten (10) days notice, which notice shall state the extent of the termination and the conduct required of the ENGINEER in connection therewith. In the event of such termination, the Services shall be paid for in such amount for the portion of the work performed by the ENGINEER prior to termination. Such amount shall be fixed by the AUTHORITY after consultation with the ENGINEER, and shall be subject to audit by the AUTHORITY. Termination under this Section shall not give rise to any claim against the AUTHORITY for damages or for fees in addition to that provided hereunder. This Section 4.58 sets forth the ENGINEER'S sole remedies and the AUTHORITY'S entire liability to the ENGINEER, in the event of a termination by AUTHORITY for convenience.
- C. Post Termination Consequences. On the date of termination or expiration of the Agreement for any reason, the ENGINEER shall (i) stop work being performed by the ENGINEER pursuant to the Agreement, (ii) cancel orders for services and/or materials with the ENGINEER'S subcontractors and cease ordering any such services and/or materials, (iii) cancel work being performed by the ENGINEER'S subcontractors, (iv) at the AUTHORITY'S request, assign to the AUTHORITY the ENGINEER'S interests in contracts with the ENGINEER'S subcontractors, (v) furnish the AUTHORITY with release of claims from the ENGINEER'S subcontractors resulting from orders and/or work canceled by the ENGINEER, (vi) protect all property in which the AUTHORITY has or may acquire an interest, (vii) fully cooperate with the AUTHORITY to minimize any adverse effect on the AUTHORITY, and (viii) perform those other obligations set forth in this Agreement upon the termination or expiration of this Agreement.

4.6 Key Personnel It is the intent of this Agreement to secure the personal services of [KEY PERSONNEL] or a duly authorized and competent representative or representatives of the ENGINEER acceptable to the AUTHORITY (collectively, the "Key Personnel"). Failure of the ENGINEER for any reason to make the personal service of the Key Personnel available to the AUTHORITY to the extent necessary to skillfully and promptly perform the Services required shall be cause for termination of this Agreement. All persons engaged in the work required under this Agreement shall be authorized or permitted under Applicable Law to perform such Services.

ARTICLE 5 PAYMENT TERMS

5.1 Payment for Engineering Services Subject to any reductions pursuant to Section 2.9 hereof and the right to set-off pursuant to Section 5.2 of this Agreement, the AUTHORITY shall pay the ENGINEER for the satisfactory performance of the Services pursuant to the terms of this Agreement. The maximum payment to be made to the ENGINEER under this Agreement shall be [COMPENSATION WRITTEN IN WORDS] DOLLARS AND NO CENTS [COMPENSATION IN NUMBERS].

The maximum payment shall include fees for services and direct reimbursable expenses. Fees for services shall include all direct labor costs, overhead costs, and profit. Direct reimbursable expenses are in addition to fees for services and include expenses incurred by the ENGINEER in the interest of the project, as identified in the following clauses. Reimbursable expenses payable to the Consultant shall be

estimated and shall not be exceeded without prior written consent of the AUTHORITY. All requests for reimbursement of direct reimbursable expenses shall be accompanied by receipts for such expenses.

Reimbursable expenses shall be paid at cost and shall include the following:

- Expenses in connection with authorized out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.
- Expense of reproductions, postage, express deliveries, electronic facsimile transmissions and handling of Drawings, Specifications and other documents including expenses incurred in assisting the AUTHORITY with the preparation of the bid package, clarification of items with the contract documents and reproductions of documents.
- Expenses of renderings, models and mock-ups requested by the AUTHORITY.

5.2 Set-Off The ENGINEER and the AUTHORITY agree that any amounts due to the AUTHORITY from the ENGINEER for indemnification under Article 8 or under any other provision of this Agreement may, at the option of the AUTHORITY, be offset against any and all payments due to the ENGINEER for Services performed pursuant to this Agreement.

5.3 Periodic Invoices For the Services performed under this Agreement, the AUTHORITY shall make payments to the ENGINEER on the basis of itemized invoices, certified by a principal of the ENGINEER, setting forth the Services performed, the percentage of completion of the Project that has been accomplished by the work covered by the invoice, and the fees due the ENGINEER based upon such percentage of completion. The AUTHORITY may, prior to making any payment under this Section, require the ENGINEER to submit such additional information as is reasonable.

5.4 Final Invoice After completion of all components of the Project, the ENGINEER shall submit an invoice for one hundred percent (100%) completion of the Services under this Agreement. Fees previously paid under Section 5.3 shall be adjusted to reflect additions or deductions based upon the provisions of Section 5.1 and Section 5.2. Payment of such adjustments shall not be deemed to require an amendment to this Agreement, with the one exception that the maximum payment specified in Section 5.1 shall not be exceeded without an amendment to this Agreement. Acceptance by the ENGINEER of final payment for the Services performed under this Agreement shall constitute a full and complete release of the AUTHORITY, its officers, officials, directors, employees and agents, of all claims for payment to the ENGINEER related to this Agreement.

5.5 Effect of Payment and Right to Set off The timing of AUTHORITY'S payment of an invoice shall not affect the ENGINEER'S obligation to perform the Services nor shall payment of an invoice preclude the AUTHORITY'S revocation of acceptance of such Services. All payments shall be subject to adjustment for errors, shortages, nonconformities or defects. The AUTHORITY may at any time set off any amount owed by the AUTHORITY to the ENGINEER against any amount owed by the ENGINEER to the UTHORITY.

ARTICLE 6 INSURANCE

6.1 Insurance of the Engineer Prior to commencing any work here under, the ENGINEER shall secure at its own cost and expense, insurance coverage to insure against the risks to the Authority in accordance with the following minimum amounts:

<u>Insurance</u>	<u>Minimum Limits of Liability</u>
Workers' Compensation:	Statutory Minimum Coverage
Employer's Liability:	\$ 1,000,000 Each Accident/Each Employee/Policy Limit
Automobile Liability:	\$ 1,000,000 per occurrence
Commercial General Liability:	\$ 1,000,000 per occurrence/\$2,000,000 aggregate (Including Products Liability)
Excess/ Umbrella Liability:	\$ 5,000,000 per occurrence/aggregate
Electronic Data Processing (EDP) Coverage:	\$ 1,000,000 per occurrence
Professional Liability (E&O) Coverage:	\$ 1,000,000 per occurrence

All policies must be primary and non-contributing and the ENGINEER must waive all rights of subrogation. The ENGINEER agrees that it will require and verify that each of its subcontractors carries at least the same insurance coverage and minimum limits of insurance, as the ENGINEER is required to carry pursuant to the Agreement. Such insurance coverage shall be maintained continuously until the completion of the ENGINEER'S Services hereunder, except in the case of Errors and Omissions coverage, which shall be maintained for at least one (1) year after the Termination Date.

6.2 Certificates of Insurance The ENGINEER hereby agrees that certificates of insurance acceptable to the AUTHORITY shall be filed with the AUTHORITY prior to commencement of the Services. These certificates and the insurance policies required by this Article 6 shall contain provisions (i) naming the AUTHORITY and the AUTHORITY'S officials, officers, directors and employees as additional insured and loss payees and (ii) that coverage afforded under the policies will not be canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to the AUTHORITY. If any of the insurance coverage required by this Article 6 is required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final invoice for payment as required in Section 5.4. The ENGINEER hereby agrees that the amount of coverage and period of coverage of the insurance policies required in this Article 6 shall not be changed without the prior written approval of the AUTHORITY.

6.3 Deductible The ENGINEER shall be solely responsible for the full amount of any deductible with respect to any and all insurance policies required to be maintained by this Agreement.

6.4 Liability Not Limited The insurance specified herein shall be the minimum requirements, and the ENGINEER is responsible for providing any additional insurance deemed necessary to protect the ENGINEER'S interests in the event of claims in excess of the minimum coverage. The liability of the ENGINEER to the AUTHORITY is not limited by the ENGINEER'S insurance coverage.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF ENGINEER

7.1 The ENGINEER hereby represents and warrants to the AUTHORITY as follows:

- A. Existence and Powers. The ENGINEER is a corporation duly organized, validly existing and in good standing under the laws of the state of its jurisdiction, and is in good standing as a foreign corporation in each other jurisdiction where the property owned, leased or used by it or the conduct of its business makes such qualification necessary with the full legal right, power and AUTHORITY to enter into and perform its obligations pursuant to the terms and provisions of this Agreement.
- B. Authorization; No Restrictions; Consents or Approvals. The ENGINEER has full power and AUTHORITY to enter into and perform this Agreement and all action necessary to authorize the execution and delivery of this Agreement and the performance by the ENGINEER of its obligations hereunder has been duly taken. This Agreement has been duly executed by the ENGINEER and constitutes the legal, valid, binding and enforceable obligation of the ENGINEER, enforceable against the ENGINEER in accordance with its terms. The execution and delivery of this Agreement and performance by the ENGINEER of the Services contemplated herein, do not (i) conflict with or violate any of the terms of the charter or by-laws of the ENGINEER, or to the ENGINEER'S knowledge, any Applicable Law, (ii) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any order, judgment or decree, or any contract, agreement, obligation or instrument by which the ENGINEER is a party or is bound or to which any property of the ENGINEER is a party or is subject, or constitute a default there under or (iii) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of, any permits or other governmental approvals to which the ENGINEER is a party or by which the ENGINEER may be bound, or result in the violation by the ENGINEER of any Applicable Law to which the ENGINEER or any assets of the ENGINEER may be subject, which would materially adversely affect the Services contemplated herein. No governmental approval or other authorization, consent or approval of, notice to, or filing with, any other person or entity is necessary in connection with the execution and delivery by the ENGINEER of this Agreement.
- C. Technical Knowledge. The ENGINEER has adequate capacity, technical knowledge and employees to fulfill all of its obligations, covenants and agreements pursuant to the terms of this Agreement.
- D. Compliance with Applicable Law. The ENGINEER is presently in compliance with all Applicable Law, and to the best of the ENGINEER'S knowledge no event has occurred which would constitute reasonable grounds for a claim that noncompliance has occurred or is occurring.
- E. No Litigation. There is no action, lawsuit or proceeding, at law or in equity, before or by any court or governmental body, pending or, to the ENGINEER'S knowledge, threatened against the ENGINEER, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of (i) this Agreement by the

ENGINEER, or (ii) the validity, legality or enforceability of (x) this Agreement against the ENGINEER, (y) any other agreement or instrument entered into by the ENGINEER in connection with the Services contemplated hereby, or on the ability of the ENGINEER to perform its obligations hereunder or under any such other agreement or instrument.

- F. Financial Condition. The ENGINEER has not filed, nor have creditors of the ENGINEER filed, any type of proceeding under the provisions of the United States Bankruptcy Code, Title 11 of the United States Code, 11 U.S.C. §§ et. seq.
- G. Statements. No statement, representation or warranty by the ENGINEER in this Agreement, including the Exhibits hereto, contains any untrue statement of material fact, or, to the best of the ENGINEER'S knowledge, omits to state any material fact, necessary to make such statements, representations and warranties not misleading.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification of the AUTHORITY. The ENGINEER shall protect, indemnify and hold harmless the AUTHORITY, and the AUTHORITY'S officials, officers, directors, employees, agents, representatives, consultants, contractors and subcontractors from and against any and all liabilities, actions, damages, punitive damages, claims, lawsuits, demands, judgments, suits, losses, deficiencies, obligations, fines, penalties, costs, and expenses (including, legal, accounting and consulting fees) (collectively, "Losses"), arising out of or relating to, directly or indirectly, to:

- A. the negligence, misconduct, intentional acts, errors or omissions of the ENGINEER or any of its officers, shareholders, professional engineers, employees, agents, representatives, consultants, contractors or subcontractors in connection with the performance of the terms and provisions of this Agreement;
- B. any inaccuracy or misrepresentation in or breach of any representation, warranty, covenant or agreement made by the ENGINEER in this Agreement or in any document, certificate or affidavit delivered by the ENGINEER pursuant to the terms and provisions of this Agreement;
- C. any plans, designs and other documents that do not conform to applicable provisions of laws, regulations and the standards generally recognized by the engineering profession, irrespective of whether the AUTHORITY has approved such plans, designs or documents;
- D. any claim by a subcontractor of the ENGINEER against the AUTHORITY; and
- E. any other matter related to the Services conducted during the term of this Agreement.

ARTICLE 9 GENERAL PROVISIONS

9.1 Limitations The ENGINEER shall not assert any claim arising out of any act or omission by any agent, officer, official, director or employee of the AUTHORITY in the execution or performance of this Agreement against any such agent, officer, official, director or employee.

9.2 Conflict of Interest No member of the governing body of the AUTHORITY, and no other officer, employee, or agent of the AUTHORITY shall have any personal interest, direct or indirect, in this Agreement, and the ENGINEER covenants that no person having such interest shall be employed in the performance of this Agreement.

9.3 Governing Law and Choice of Venue This Agreement shall be construed in accordance with and governed by the internal laws of the State of Connecticut, without giving effect to any choice or conflict of law provisions or rule (whether of the State of Connecticut or any other jurisdiction). Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the state or federal courts located in the State of Connecticut, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

9.4 Disclosure From the date of this Agreement, the ENGINEER shall not reveal to the general public the details of this Agreement or the Services contemplated by this Agreement nor make any public or private announcement, press release or in any way engage in any other form of public disclosure either (i) concerning this Agreement or the Services contemplated by this Agreement or (ii) indicating or implying any endorsement by the AUTHORITY of the ENGINEER'S services, without first obtaining the approval of the AUTHORITY. Nothing contained herein shall be deemed to prevent the ENGINEER from making such disclosures as may be (a) required to be filed with or submitted to regulatory agencies or bodies, (b) required by Applicable Law; or (iii) otherwise permitted by other provisions of this Agreement.

9.5 Confidentiality From the date of this Agreement, the ENGINEER will maintain in confidence, and will cause its respective shareholders, directors, officers, employees, agents, and advisors to maintain, in confidence, any written, oral, or other information obtained in confidence from the AUTHORITY in connection with this Agreement or the Services contemplated hereby, unless (a) such information is already known to the ENGINEER or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of the ENGINEER, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the Services contemplated by this Agreement, provided, however, that the permitted disclosure is limited to the ENGINEER'S use in making such filing or obtaining such approval or consent, or (c) the furnishing or use of such information is required by legal proceedings, provided, however, that the ENGINEER shall provide prior written notice to the AUTHORITY. If the transactions and Services contemplated by this Agreement are terminated, the ENGINEER will return or destroy as much of such information as the AUTHORITY may reasonably request.

The ENGINEER agrees that the AUTHORITY would suffer irreparable harm for which monetary damages are an inadequate remedy, and that equitable relief is appropriate, if the ENGINEER were to breach or threaten to breach any obligations in this Section 9.5.

The ENGINEER acknowledges that the AUTHORITY is subject to the provisions of the Connecticut Freedom of Information Act ("FOIA") and, as such, may be required to disclose information which, although the ENGINEER deems confidential, does not fall into exclusion under FOIA. The ENGINEER also acknowledges that, pursuant to FOIA, the AUTHORITY'S ability to limit the use of information disclosed under FOIA is limited and therefore the AUTHORITY may not be able to preserve the confidentiality of any such confidential information of the ENGINEER once in the hands of a governmental AUTHORITY or other person or entity.

9.6 Nondiscrimination During the performance of this Agreement, the ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, physical disability or national origin.

9.7 Independent Contractor Status The relationship of the ENGINEER and the AUTHORITY with respect to the Services under this Agreement shall be that of independent contractors contracting solely for the purposes of this Agreement. Neither party nor any of their respective agents, employees or subcontractors shall be construed to be the agent, partner, employee or representative of the other party. The ENGINEER acknowledges and agrees that the AUTHORITY shall not withhold or in any way be responsible for payment of any federal, state or local income or wage taxes, FICA taxes, unemployment compensation, workers compensation contributions, vacation pay, sick leave, retirement benefits, health care or other benefits usually afforded to employees of the ENGINEER.

9.8 Merger and Amendment This Agreement and its attachments constitute the entire understanding and agreement of the parties respecting the subject hereof and supersede any and all agreements, negotiations, commitments and writings reached by the parties prior to the execution of this Agreements, whether oral or written. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

9.9 Conflict In case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern.

9.10 Severability If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (a) promptly negotiate a substitute for such clause, provision, Section or Article which shall, to the greatest extent legally permissible, therein effect the intent of the parties in such invalid clause, provision, Section or Article, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

9.11 Binding Effect and Assignment The AUTHORITY and the ENGINEER each binds itself and its successors and assigns to the other party and to such party's successors and assigns with respect to all covenants of this Agreement. The ENGINEER shall not assign or transfer any interest in this Agreement without the prior written approval of the AUTHORITY.

9.12 No Interest The ENGINEER warrants that it has no interest in the subject matter of this Agreement and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and duties hereunder. For the breach or violation of this provision, without limiting any other rights or remedies to which the AUTHORITY may be entitled or any civil or criminal penalty to which any violator may be liable, the AUTHORITY shall have the right, in its discretion, to terminate this Agreement without liability.

9.13 Notice All notices, demands, requests and other communications hereunder shall be in writing, may be given by a party or its legal counsel, and shall be deemed sufficient and properly given (i) when personally delivered, or (ii) upon delivery by United States Express Mail or similar overnight courier service which provides evidence of delivery, or if refused upon the first date of attempted delivery, or (iii) when five (5) days have elapsed after its transmittal by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to whom directed or that party's address as it appears below or another address of which that party has given notice, or (iv) when delivered by facsimile transmission and a copy thereof is also delivered in person or by overnight courier. Notices of address change shall be effective only upon receipt notwithstanding the provisions of the foregoing sentence:

To the AUTHORITY: Sidney J. Holbrook
Executive Director
Greater New Haven Water Pollution
Control Authority
260 East Street
New Haven, CT. 06511

To the ENGINEER: [NAME]
[TITLE]
[ENGINEERING COMPANY]
[ADDRESS]
[CITY, STATE, ZIP CODE]

Such addresses may be amended by the parties from time to time by delivery of a notice to the other party hereto.

9.14 Survival The rights and obligations of the parties hereto pursuant to this Agreement and in any certificate, agreement or instrument delivered in connection with the transactions and Services contemplated hereby, shall survive the termination of this Agreement for the following periods and no

such termination of this Agreement shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination:

- A. with respect to the confidentiality obligations of the ENGINEER and indemnification by the ENGINEER provided in accordance with the terms and provisions of this Agreement, for an indefinite period of time;
- B. for all other matters for a period equal to the applicable statute of limitations plus six (6) months.

9.15 Section Headings The Section headings of this Agreement are inserted for convenience only and shall not constitute a part of this Agreement in construing or interpreting any provisions hereof.

9.16 Counterparts This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed an original.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have caused four (4) counterparts of this Agreement to be executed, as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

**GREATER NEW HAVEN WATER
POLLUTION CONTROL AUTHORITY**

By: _____

Sidney J. Holbrook
Executive Director
Duly Authorized

Date Signed: _____

[ENGINEER]

By: _____

[PRINCIPAL, TITLE]
Duly Authorized

Date Signed: _____

APPROVED AS TO FORM

**APPROVED AS TO
AVAILABILITY OF FUNDS**

Authority Counsel

Director of Finance & Administration

ATTACHMENT C

CWF

(CLEAN WATER FUND)

PROFIT REQUIREMENTS

2015



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Clean Water Fund Memorandum

July 1, 2008

TO: ALL CONNECTICUT MUNICIPALITIES AND ENGINEERING CONSULTANTS

RE: ELIGIBLE PROFIT LEVELS FOR ENGINEERING CONTRACTS ON CLEAN WATER FUND PROJECTS

The percentages in the table below represent the maximum eligible profit level on engineering contracts funded under the CWF program. Percentages may be set lower than these levels by the DEP project engineer based on a review of the level of effort and risk on that particular project.

	Cost Plus Fixed Fee ¹	Lump Sum ²
As Applied to Direct and Indirect Labor		
Facilities Planning	17.5%	17.5%
Design (Wastewater Treatment Facilities)	17.5%	17.5%
Design (Sewers, Force Mains, Pump Stations)	17.5%	17.5%
Construction Inspection	17.5%	Not allowed
Construction Administration	17.5%	Not allowed
Other Services (As-Builts, O&M Manuals, User Charge, Sewer Ordinance)	15.0%	15.0%
As Applied to Subcontracted Services	5.0%	5.0%
As Applied to Other Direct Costs (Travel, Equipment, Materials, Supplies, etc.)	0.0%	0.0%

1. Cost plus fixed fee – the actual cost of all the services and supplies related to the project, including the costs for salaries, overhead, nonsalary expenses and a fixed fee. Note that no additional fixed fee will be allowed as eligible, even if costs overrun the initial estimates, unless a significant, unforeseeable change in the scope of the project can be adequately demonstrated (not just minor revisions).
2. Lump sum – the sum total of estimated engineering costs for salaries, overhead and nonsalary expenses plus a reasonable amount of profit.


Paul E. Stacey

Paul E. Stacey, Director
 Planning & Standards Division
 Bureau of Water Protection & Land Reuse



**Clean Water Fund Memorandum
April 17, 2013**

TO: All Connecticut Municipalities and Engineering Consultants

FROM: Denise Ruzicka, Director of Planning & Standards, Bureau of Water Protection & Land Reuse 

RE: Disadvantaged Business Enterprise (DBE) Subcontractor Participation on Clean Water Fund (CWF) Projects for Engineering Services

I. PURPOSE

The municipality, through its Engineering Consultant must make specified good faith efforts to attain the DBE goals as specified in this document. This is an administrative condition of the U.S. Environmental Protection Agency (EPA) Grant which funds Clean Water Fund Projects.

II. GOVERNING STATUTE OR REGULATION

General Compliance (Federal), 40 CFR, Part 33: The municipality, through its Engineering Consultant must comply with the requirements of EPA’s Program for Utilization of Small, Minority, and Women’s Business Enterprises (MBE/WBE).

III. EPA REQUIREMENTS

The following clause shall be included in all Engineering Services contracts and contract amendments to be funded under the CWF:

The requirement for DBE subcontractor participation, expressed as a percentage of the total eligible contract amount, shall be a minimum of 8.0 percent with the following makeup:

MBE 3.0 percent WBE 5.0 percent

This requirement shall apply to all Engineering Services contracts that originate with a value over \$100,000. Within any phase of a project where the total of the original contract price plus all contract amendments is less than \$100,000, then no MBE/WBE participation will be required.

A DBE must be certified at the time that the subcontract for their services is executed. A business that is pending certification or whose certification has expired cannot be counted toward the goals. This is also the case if the business is pending recertification of its expired status as a DBE.

IV. THE SIX GOOD FAITH EFFORTS AS SPECIFICALLY DEFINED BY EPA

The Six Good Faith Efforts are required methods employed by all DEEP Clean Water Fund recipients to ensure that all DBEs have the opportunity to compete for procurements funded by DEEP financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor (Engineering Consultant) awards subcontracts, require the prime contractor (Engineering Consultant) to take the above steps.

The Engineering Consultant's certification as a DBE has no effect on this requirement. Therefore, if the Engineering Consultant is a DBE, the Six Good Faith Efforts defined above must be employed in the procurement of subcontracts to be secured to achieve the MBE 3.0% and WBE 5.0% participation.

V. ACCEPTABLE CERTIFICATION OPTIONS

1. **Connecticut Department of Administrative Services (DAS)** - DEEP will continue to accept DAS certification until such time as other State entities are identified whose certification processes meet the EPA criteria. DAS will only certify Connecticut based firms that meet the criteria under CGS 4a-60g. It is sometimes considered an acceptable practice to count a WBE as a MBE; however, it is at the DEEP Municipal Facilities Unit's discretion in cooperation with the DEEP Clean Water Fund Administration Unit as to whether or not this will be permitted. Requests concerning all such cases must be requested in writing through the DEEP Municipal Facilities Engineer assigned to the project for a determination.
2. **Connecticut Department of Transportation (ConnDOT)** - Companies that desire to do business with ConnDOT as well as the DEEP should seek ConnDOT certification which will be accepted by the DEEP. DBE firms are advised that the certification process can take 90 days to complete. ConnDOT will certify both in state as well as out of state firms.

3. **The Environmental Protection Agency (EPA)** – In the event an entity cannot be certified by ConnDOT as a DBE, that entity should seek certification with EPA. Such entities must provide EPA with evidence from ConnDOT denying certification.
4. **Small Business Administration (SBA-Federal)**-SBA certification is available to companies under the Woman Owned Small Business (WOSB) program and the SBA 8(a) Business Development Program (www.sba.gov/8abd/) which has a net worth ceiling of \$250,000 for initial applicants.
5. **Other states certification**- Prime contractors and Engineering Consultants may utilize certification from other states. Such certification must specify the DBE designation. Where there is no DBE certification option within a state, the instance must be presented to the DEEP Financial Administrator assigned to the project for consideration on a per case basis.

VI. DBE COMPLIANCE PROCESS

The Engineering Consultant must submit DBE certification for each subcontractor. Two executed copies of the DBE subcontracts must be submitted to the municipality, who must then submit one copy to the DEEP Financial Administrator as demonstration of compliance with this memorandum.

No payment requests will be processed by DEEP until the executed copies of the subcontracts are on file in the DEEP office.

It is understood that the Engineering Consultant must make and document the good faith efforts as defined above. Should the consultant not meet the goals, documentation of good faith efforts will be required to be submitted to the DEEP Municipal Facilities Engineer for consideration that the good faith effort was extensive enough to warrant the acceptance of a lower goal for the specific contract in question.

I hereby verify that I have read and understand the DBE requirements in this memorandum and will procure subcontracts whose percentages will meet or exceed the minimums listed above.	
Contract Name _____	
Name of Engineering Firm _____	
Name and Title of Authorized Officer _____	
Authorized Signature _____	Date _____
Town Official and Title _____	
Authorized Signature _____	Date _____

VII. DEFINITIONS

CGS: Connecticut General Statutes

ConnDOT: Connecticut Department of Transportation

CWF: Clean Water Fund

DAS: Connecticut Department of Administrative Services

DBE: Disadvantaged Business Enterprise

DEEP: Department of Energy and Environmental Protection

EPA: Environmental Protection Agency (Federal)

MBE: Minority Business Enterprise

SBA: Small Business Administration (Federal)

WBE: Woman Business Enterprise

WOSB: Woman Owned Small Business (Federal program - SBA)

ATTACHMENT D

DOT

(CT DEPARTMENT OF TRANSPORTATION)

PROFIT REQUIREMENTS

2015



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-30

April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

Stephen E. Korta, II
Commissioner



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management

SUBJECT: **Contract Fees for Architects, Engineers and Consultants on State Projects**

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals -Maximum of \$35/hour
 - A. Corporations Principal is defined as follows:
 - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
 - b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.