

GROTON UTILITIES

REQUEST FOR PROPOSAL SAFETY AND ENVIRONMENTAL HEALTH CONSULTING SERVICES

Groton Utilities will receive proposals at the Office of the General Manager, Electric Division, 1240 Poquonnock Road, Groton, Connecticut 06340, until 3:00 P.M. on February 5, 2021 in a sealed envelope bearing your name, address and the following:

PROPOSAL FOR SAFETY AND ENVIRONMENTAL HEALTH CONSULTING SERVICES February 5, 2021

The required Proposal may be obtained by calling Maureen at (860) 446-4038 between 8:00 A.M. and 3:00 P.M. Monday through Friday.

Dated this 15th day of January at Groton, Connecticut.

Ronald Gaudet
Director of Utilities

Safety and Environmental Health Consulting Services

Groton Utilities, www.grotonutilities.com, in Groton, CT is seeking proposals for Safety and Environmental Health Consulting Services.

Scope of Work

The Safety and Environmental Health Consultant Services will encompass approximately two hundred fifty (250) employees of various disciplines for the City of Groton, Connecticut. The successful bidder will be responsible for guiding managers, supervisors, and employees in their efforts to achieve an accident free and healthful workplace and provide technical expertise in regards to safety, risk management, and environmental health. The goal will be to minimize work related injuries to a standard higher than other like work environments providing the same or similar services. The Safety and Environmental Health Consultant will work with the team to develop individual project safety plans and conduct safety orientations and training seminars. The Consultant will also conduct field safety audits, investigate accidents, and provide related reports to management, as well as assist in the implementation of new and/or additional programs as outlined by management and/or dictated by changes in regulations. The successful bidder will be expected to provide a physical presence of a Safety and Environmental Health Specialist within the service territory four (4) days a week and be available for emergency guidance or call back on a twenty four hour basis (24/7). The Safety and Environmental Health Representative(s) will be required to have a good knowledge of several trades and disciplines including but not limited to Electric and Water Utilities, Sewer, and Public Works Departments. This Consultant will be required to maintain a high level of confidentiality and trust, and will report directly to the Utilities Executive Safety Team.

Duties and Responsibilities (include but are not limited to the following):

- It is envisioned that there will be one primary Safety consultant on site most of the time with the depth of others available to provide specialty services and cover should the primary representative not be available.
- Administer, update, and work with GU Executive Safety Team with respect to GU Safety Practices and Policies.
- Assist in identification, analysis, and control of occupational hazards, with written reports to Executive Safety Team with findings;
- Develop and implement safety training programs for compliance with Federal and State of Connecticut OSHA regulations along with other federal, state, or local requirements;
- Review existing occupational safety and health policies, guidelines and standards to determine their consistency and ensure they align with City and Utility principles and practices and recommend changes as needed;

- Random job site visits weekly to inspect sites, ensure Federal and State OSHA compliance and review job hazard analysis and/or pre-task planning documents, written reports on-site inspections, accident investigations;
- Respond to incidents and accidents to provide additional investigative analysis;
- Monitor all current information on regulations and requirements related to hazardous material and agents;
- Work with CT DPH, CT DEEP and City of Groton insurance carrier so that employees receive CEU's for specific training.
- Attend all Utility Safety Team Meetings with active participation, provide recommendations and report findings to Safety Team.
- Investigate and recommend new technologies and procedures that would enhance worker safety;
- Develop a schedule and conduct required safety training for employees and management and recommend other training sources that would enhance the program;
- Maintain positive working relationships with industry, state and regulatory service agencies.

Minimum Requirements:

The qualified representative would possess the following:

- Bachelors' degree, preferably in Safety and Occupational Health or a related degree; or a Bachelors' of Science in an Engineering discipline. Advanced degrees preferred;
- Five (5) or more years' experience as a Safety and Occupational Health official in a Utility of Public Works atmosphere;
- Possess excellent verbal and written communication skills including the ability to maintain a professional, customer-friendly communication style with internal and external parties;
- Have a high level of knowledge and understanding of OSHA standard 1910.269 (Electric Power Generation, Transmission and Generation);
- Highly motivated, self-starter with a strong work ethic;
- Experience in curriculum development and teaching in a vocational or industrial atmosphere is a plus.

Detailed Qualifications Submission:

Prime Firm / Company

Consultants, keeping in mind preliminary scope of services, shall submit a brief response to the following items:

1. Firm History
2. Leadership
3. Location(s)
4. Philosophy
5. Resumes
6. Services Provided

References

The consultant should provide three (3) references relevant to Groton Utilities proposed project.

Licenses and Certifications

The consultant shall provide copies of all applicable licenses and certifications including Certificate of Insurance (see requirements below):

Company Brochures:

Please furnish

Insurance Requirements:

Prior to commencing any work pursuant to the MSA or a SOW, the Consultant shall procure insurance of the types and for the limits specified below, which insurance shall be maintained as provided herein and in the Contract Documents (as defined in Section 24 of Schedule C). Said insurance shall be procured and maintained to protect the Consultant, 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 Consultant, the Consultant's agents, representatives, employees or subcontractors. All insurance costs pursuant to this section shall be the Consultant's responsibility and shall be included in the Consultant's bid.

Preapproved Policy Forms for particular coverages, where stated, are for the convenience of the Consultant, 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. Worker'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 Consultant 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 thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

B. Automobile Liability Coverage:

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 Consultant; and automobiles owned, leased, hired or borrowed by the Consultant. 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 Consultant'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 Consultant'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 Consultant'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. Commercial 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) \$5,000,000.00 Each Occurrence
- (b) \$5,000,000.00 General Aggregate

E. Professional Liability/Errors and Omissions Insurance:

- (a) \$5,000,000.00 Each Wrongful Act
- (b) \$5,000,000.00 Aggregate

F. Acceptability of Insurers:

Insurance is to be placed with insurers with a Bests' rating of no less than A-/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 Consultant 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 Owner's designated representation before operations are begun. Renewal certificates must be furnished by the Consultant's prior to the expiration date of any of the initial policies or coverages.

H. Subcontractors:

The Consultant 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 Consultant 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 Consultant to provide indemnity to the Owner on a "first dollar" basis.

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

Prior to commencing work, the Consultant shall provide for the benefit of the Owner a policy commonly known as "Owner Contractor 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 Consultant 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 Consultant 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, in conjunction with an existing property insurance policy, the Owner shall provide builder's risk insurance on a full replacement cost basis equal to the completed value of the Project, such policy to include the interest of the Consultant. To the extent Owner's addition of builder's risk insurance results in an increase in the Owner's insurance premium, the amount of such increase, if any, shall be paid by the Owner.

K. Policy Requirements:

Absent express provisions elsewhere in the Contract Documents to the contrary, each insurance policy required to be provided by the Consultant 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 commercial general liability, commercial auto liability and umbrella/excess liability policies.

(b) Proof of Insurance:

Proof of insurance must be submitted with the Consultant'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 30 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 Consultant 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.

(e) The insurance coverages set forth above, may be modified, but only in writing, as part of a SOW.

L. Limitation of Liability:

The Consultant's total aggregate liability arising out of or relating to the Work and Contract Documents shall in no event exceed five million USD (\$5,000,000.00) for claims arising from professional services, and seven and one half million USD (\$7,500,000.00) for claims arising from non-professional services. Notwithstanding the foregoing, the limitation of liability set forth in this section shall not apply to any claim arising out of the Consultant's gross negligence, willful misconduct or fraud.

Proposals will be received at the Office of the General Manager, Operations, Electric Division, 1240 Poquonnock Road, Groton, Connecticut 06340, until 3:00 p.m. on February 5, 2021 in a sealed envelope bearing your name and address and the following:

**PROPOSAL FOR
SAFETY AND ENVIRONMENTAL HEALTH CONSULTING SERVICES
February 5, 2021**

This agreement is for five (5) years, and may be terminated by Groton Utilities at any time based on performance.

Questions can be emailed to: renaldid@grotonutilities.com and rossiw@grotonutilities.com