



BID ADDENDUM NO. 1
December 20, 2018

Town of Mansfield, Connecticut
On-Call Mechanical Engineering Services
On-Call Electrical Engineering Services
On-Call Architectural Services
On-Call Structural Services

TO: Prospective Bid Proposers:

This Addendum forms part of the "Request for Proposal – On-Call Mechanical Engineering Services, On-Call Electrical Engineering Services, On-Call Architectural Services, On-Call Structural Services" and modifies or clarifies the original "Request for Proposal – On-Call Mechanical Engineering Services, On-Call Electrical Engineering Services, On-Call Architectural Services, On-Call Structural Services" for this project dated December 28, 2018. Prospective Bid Proposers shall acknowledge receipt of the addendum and submit with their bid. Failure to do so may subject the Bid Proposers to disqualification.

SUBMISSION REQUIREMENTS

Under Insurance Requirements, on page 3, remove this section in its entirety and replace with the following:

Insurance Requirements:

The Contractor shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with work contemplated in this RFP, activities of the Contractor and any of their agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to the Town. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor. Full disclosure of any non-standard exclusions is required for all required coverages.

The coverage indicated below at not less than the specified limits are required for this project (agreement):

- A. *Comprehensive General Liability coverage naming the TOWN OF MANSFIELD as additional insured, written on an occurrence basis: \$1,000,000 per occurrence, \$2,000,000 aggregate*
- B. *Automobile Liability coverage, including coverage for owned, non-owned, or hired autos: \$1,000,000 per accident-combined single limit*
- C. *Workers' Compensation Coverage, (as per Connecticut law and custom) and employer's liability coverage \$100,000 (each accident) /\$500,000 (Disease, each employee) /\$100,000 (Disease, policy limit) limits or "Certificate of Solvency" issued by Connecticut Workers' Compensation Commission for self-insurers.*
- D. *Professional Liability Coverage: One Million Minimum*

The required insurance form shall be certified by a duly authorized representative of the insurer(s) and incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted with the bid on file with the Town prior to commencement of this project (agreement).



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Insurance as required by the Town of Mansfield shall be furnished by the Contractor to the Town. The Town of Mansfield shall be listed as "additional insured" by name on all insurance certifications except Worker's Compensation & Employers Liability & Professional Liability. Coverage shall be primary and non-contributory. A waiver of subrogation is required in favor of the town. Failure of the Contractor to maintain all required insurance in accordance with the Contract shall constitute a material breach of the Contract and shall subject the Contractor the Town's withholding liquidated damages from the Contractor in the amount of five percent (5%) of the total Contract price, as it may be amended by construction orders, subject to the continued commercial availability of such coverage.

The Contractor shall not commence work under this contract until he has obtained all the insurance required above of the Information for Bidders attached hereto and such insurance has been approved by the Town. The Contractor shall furnish the Town with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statements: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Town."

Each policy of insurance shall include a waiver of subrogation in favor of the Town of Mansfield and shall provide no less than thirty (30) days' notice to the Town in the event of a cancellation or change in conditions or amounts of coverage.

Under Indemnification, on page 4, remove this section in its entirety and replace with the following:

Indemnification:

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of Mansfield, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from and against any and all suits, claims, losses, damages, costs (Including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature including but not limited to:

- *Bodily injury, sickness, disease, or death; and/or*
- *Damage to or destruction of property, real or personal; and/or*
- *Financial losses (including, without limitation, those caused by loss of use)*

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements and shall survive termination of this Agreement.



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To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the Town of Mansfield, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from and against any expense, loss, claim, cost penalty, fine or damage that arises from or may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of Mansfield, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

Questions

- Q1: Regarding the current RFP Mansfield has out for On-Call A/E services, can I just respond to provide on call engineering services only or are you looking only for responses from full A/E firms?
A1: *The contract award may be as a package or broken down by each engineering service based on the most qualified bidder that can provide the best value for the Town.*
- Q2: To whom should the Letter of Submittal be addressed to?
A2: *Please address the letter to the Director of Finance, Cherie A. Trahan.*
- Q3: Would it be acceptable for us to include in the one proposal two sections one for the Electrical and one for the Mechanical, or should they be two entirely separate proposals?
A3: *Yes, the Town will accept one proposal with a section for each engineering service.*
- Q4: Should we provide our qualifications for our specific type or is the Town ultimately looking for the one consultant for all fields?
A4: *Please provide qualifications for each specific type of engineering service your firm can provide. The contract award may be as a package or broken down by each engineering service based on the most qualified bidder that can provide the best value for the Town.*

This addendum must be signed and returned with your Bid.

Authorized Signature of Bidder

Company Name

End of Addendum No. 1