

**Request for Proposals
2P19-113**

The City of Bristol, Connecticut is accepting proposals for the following:

**Third Party Building Codes Review
for Renovations at
Memorial Boulevard Intra-District Arts Magnet School**

All submissions shall be made in accordance with the materials supplied by

The City of Bristol
Purchasing Department
111 North Main Street
Bristol, CT 06010



Submissions will be received until **1:00 pm, May 6, 2019.**

Roger D. Rousseau
Purchasing Agent
Tel (860) 584-6195
Fax (860) 584-6171
Email: rogerrousseau@bristolct.gov
<http://www.bristolct.gov/bids>

Date issued: April 15, 2019

**Bristol Board of Education
City of Bristol, Connecticut
Request for Proposals
2P19-113**

**Third Party Building Codes Review for Renovations at
Memorial Boulevard Intra-District Arts Magnet School**

The City of Bristol is accepting proposals for third party code compliance review of construction documents relative to renovations at the building commonly known as the Memorial Boulevard School, toward development of an intra-district magnet school for the arts.

Project materials and submission requirements may be obtained at no charge from the City of Bristol Purchasing Department web site via the following link:

<http://www.bristolct.gov/bids.aspx?bidID=849>

Proposals will be accepted by the Purchasing Department until May 6, 2018 at 1:00 pm; submissions received after this date and time will not be considered. The City reserves the right to waive any informalities in any submission, to reject any and/or all submissions, and to accept the proposal(s) that in its judgment is in its best interest. Each submission shall contain one printed original and twelve (12) copies, as well as a digital copy (e.g. single pdf file on USB drive), and shall be in a sealed envelope or package clearly identified as "RFP 2P19-113 Third Party Building Codes Review" delivered to the address noted below.

The awarded firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, gender, or national origin.

Roger D. Rousseau, Purchasing Agent
111 North Main Street
Bristol CT 06010
Tel (860) 584-6195
Fax (860) 594-6171
Email rogerrousseau@bristolct.gov
<http://www.bristolct.gov/bids>

RFP 2P19-113
Third Party Building Codes Review
for Renovations at
Memorial Boulevard Intradistrict Arts Magnet School

INDEX

I. Project Specifications	page
1. Introduction	1
2. Property Considerations	1
3. Scope of Services	2
4. Resources Available	3
5. Project Schedule	3
II. Submission Requirements	
1. Submission Due Date	4
2. Directions for Written Submission	4
3. Vendor Information	5
4. Evaluation Criteria	5
5. Addenda	6
III. Contract Considerations	
1. Equal Opportunity – Affirmative Action	6
2. Indemnification	6
3. Insurance	7
4. Invoicing and Payment	7
5. Award Considerations	7
6. Form of Contract	8
IV. Forms and Attachments	
1. Submission Form	
2. Acknowledgement Form	
3. Proposal Check List	
4. Non-Collusion Affidavit	
5. Employment Information Form	
6. Draft contract form	



Request For Qualifications City of Bristol, Connecticut

2P19-113 Third Party Building Codes Review for Renovations at Memorial Boulevard Intradistrict Arts Magnet School

I. PROJECT SPECIFICATIONS

I.1 INTRODUCTION

In accordance with the requirements of C.G.S. 10-287, the Bristol Board of Education is seeking to renovate a building commonly known as Memorial Boulevard School, to accommodate migration to an intra-district magnet school for the arts.

The City of Bristol (the "City") is accepting qualifications submissions from firms specializing in code compliance issues, which shall perform a code compliance plan review. The intent of this request for qualifications is to engage a firm to perform a code compliance plan review for construction documents.

I.2 PROPERTY CONSIDERATIONS

The building was originally constructed in 1921 and was known as Bristol High School. As part of a redistricting effort, the Bristol Board of Education completed construction of other school facilities and effective October 1, 2012, the City accepted the property as part of its general operations. The facility has subsequently been returned to the Board of Education, for conversion of the facility to an intra-district arts magnet school.

The building consists of approximately 70,000 useable square feet (105,000 gross square feet) over five levels. Heating for the building has historically been supplied via #2 heating fuel; natural gas service is connected to the building for kitchen appliances and emergency generator, with planned expansion of service for other building system needs (e.g. heating and cooling).

Please note that the building is connected to a system for high water table control, including pump equipment used for discharge to the Pequabuck River (pump houses are external to the main building and adjacent to the athletic fields). The system is actively functioning; improvements to the building include rehabilitation to (or replacement of) said system to mitigate any potential water table issues.

In anticipation of the school closing and in response to downtown development considerations, a feasibility study for conversion/upgrade of the 900-seat theatre was performed in 2008. Additionally, an analysis of space needs for municipal operations was completed in 2011; the analysis included this building within its scope, and addressed a series of deficiencies for it. Copies of the studies are available for informational purposes via the web link identified within Section I.4 of this document.

The building has been recognized by the State of Connecticut as an historic structure, with federal recognition expected to be completed shortly. Preservation of amenities relative to the original building are considered in making renovations, to the greatest extent possible.

In 2014, the City established a Task Force to study existing conditions at the building, with intent to identify upgrades that may be required to meet the needs of various uses being considered for the building. Upgrades identified in the resultant study, completed in 2015, include both those mandated (e.g. municipal ordinance, regulation, state law, federal law), as well as those required by other factors (e.g. life expectancy or observed condition), and address electrical, mechanical, plumbing, fire protection, and structural systems. A copy of the study is available for informational purposes via the web link identified in Section 1.4 of this document.

The City, through a Memorial Boulevard Building Committee and prior to formal establishment of a school project, hired an architectural firm to prepare designs for renovations to the theater and to the first floor of the facility. A program plan was prepared as well as a building existing conditions assessment report, both of which are available for review via web links as shown in Section I.4.

The Board of Education completed Educational Specifications in November 2017, for inclusion with application documents sent to the State of Connecticut in November 2017. A copy of the specifications are available for informational purposes via the web link identified in Section 1.4 of this document. A revised program specification is currently being finalized.

The City has retained the services of a design team led by Quisenberry Arcari Malik LLC for the project, and has engaged a joint venture of Downes Construction and D'Amato Construction to serve as Construction Manager as Constructor.

I.3 SCOPE OF SERVICES

The services shall include the review of construction drawings to assure compliance with City and State adopted building and fire codes. The work shall include comprehensive reviews of any or all of the following disciplines: architectural, structural, electrical, mechanical, plumbing and ADA reviews for code compliance, structural integrity and fire code requirements. Plans review includes, but is not limited to, structural calculations, electrical calculations, mechanical systems, plumbing systems, and architectural components.

Scope of services shall include analyzing the structural components specified in the construction documents for structural integrity and compliance with local and national codes adopted by the City as well as nationally recognized standards.

Fire systems review includes the analysis of all fire systems for compliance with local and nationally adopted codes and ordinances. The review shall include, but not be limited to, hydraulic calculations; fire alarm plans to include battery calculations and voltage drops; review and analysis of proposed smoke control systems; and site plan review. Reviews also include the analysis of fire modeling, fire protections systems, smoke and heat vents, explosion control, and hazardous materials.

The City of Bristol Building Department anticipates conformance to requirements set forth in the 2018 State (IBC) Building Code, level 3 alteration in the 2015 existing building code, and 2018 state amendments; the selected firm shall meet the requirements of OSCGR, addressing all applicable codes, including but not limited to ADA/accessibility, life safety, fire, building and health.

The reviewer shall meet with the local building officials, owner, architects and engineers to review plans and mark-ups. The reviewer shall provide a set of digital mark up plans to the architect and owner and shall review the final documents for incorporation of the markups.

The reviewer shall attend the OSCGR Construction Document Review meetings. The reviewer shall attend a minimum of five on site visits, if the code information is in dispute with local officials. The reviewer will work with the Architect and Engineer of record to resolve all disputes.

I.4 RESOURCES AVAILABLE

The City has available the following materials for review:

Theatre feasibility study dated November 20, 2008 as prepared by Schoenhardt
<http://www.bristolct.gov/DocumentCenter/View/6895>

Space needs analysis dated May 1, 2012 as prepared by Drummey Rosane Anderson Inc.
<http://www.bristolct.gov/DocumentCenter/Home/View/276>

Memorial Boulevard Task Force Study dated March 15, 2015 as prepared by Drummey Rosane Anderson Inc.
<http://www.bristolct.gov/DocumentCenter/View/5923>

Memorandum from Chief Building Official and Fire Marshal dated August 4, 2015
<http://www.bristolct.gov/DocumentCenter/View/6961>

Bristol CT web pages for further information

<http://ct-bristol2.civicplus.com/1002/Memorial-Blvd-Intradistrict-Arts-Magnet->

https://www.bristol.k12.ct.us/board_of_education/school_building_committees/memorial_boulevard_intradistrict_arts_magnet_school

I.5 PROJECT SCHEDULE

The following is the proposed schedule, primarily relevant to the selection process. Please be advised that as part of your firm's proposal, it is anticipated that a project schedule will be included, using the following as a general guideline, incorporating any adjustments that your firm may feel to be appropriate to successfully complete the project.

Date of RFP Issuance	April 15, 2019
Submittals received	May 6, 2019
Interviews (if necessary)	End of May 2019
Recommendation for Award	June 11, 2019
Contract finalized	June 2019

II. SUBMISSION REQUIREMENTS

II.1 SUBMISSION DUE DATE

Submissions will be accepted at the City of Bristol Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010 until **1:00 pm, May 6, 2019**. Submissions received after that time will not be considered. Submissions may be withdrawn 120 days after opening if no award has been made.

The City may invite a short list of responding firms for an interview based upon its review of submissions.

Unless otherwise indicated, submissions are assumed to be valid for one hundred twenty (120) days from the date that Submissions are due.

II.2 DIRECTIONS FOR WRITTEN SUBMISSION

Interested firms are required to submit **one original and twelve (12) copies**, as well as a copy provided in digital format (e.g. single pdf file on USB drive) of the proposal to Roger Rousseau, Purchasing Agent, no later than the date and time noted above. Submittals shall consist of the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 120 days after the due date.
- b. A concise and complete description of the work to be performed, including:
 1. An explanation of your firm's understanding of the project, its approach to the work, the key issues to resolve and the level of detail that can be accomplished for the work within the available time.
 2. A detailed work program and time schedule for each phase of the project, including milestones for periodic review of the work with the advisory committee(s).
 3. A list of personnel who will be assigned to the project, including resumes for professionals expected to provide at least 20% of the person hours on the project. Support staff contracted by your firm for this project should additionally be included for review and consideration.
 4. A description of similar projects which your firm has been involved in, including references.
 5. A summary of your firm as outlined in Section II.3 of this document. Please note that joint ventures are acceptable for submission.

Submittals shall be delivered to the City of Bristol Purchasing Department, 111 North Main Street, Bristol, CT 06010, clearly marked as "2P19-113 Third Party Building Codes Review".

II.3 VENDOR INFORMATION

A. Vendor Overview

Please provide the following:

- J The name and location of your company, including the office location that will be serving the City.
- J A brief general description of your business.
- J The number of years your company has been in business.
- J Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- J The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- J The primary line of business of your firm.

B. Client Base

Provide specific reference information for three clients you have served, relevant to such code review work proposed and subject to review by OSCGR, to include:

- J Client name and location
- J Starting date of service and completion date
- J Contact name, title and telephone number

The references must be relevant to service in the last forty-eight (48) months, and shall include specific details on how the project represents a project of similar scope. Information on your firm's specific role must be included.

II.4 EVALUATION CRITERIA

Consistent with C.G.S. 10-287 and with Section 18-136 of the Bristol Code of Ordinances, selection of firms will be the responsibility of a building committee. The evaluation will be based upon the written submittals and selected presentations and interviews. The factors, which will be evaluated, include the following:

1. The specialized experience of the individual(s) or firm(s) and its (their) assigned personnel.
2. The firm's specific experience with the OCCGR plan review process.
3. The firm's understanding of and approach to the project.
4. The firm's experience working on buildings listed in state/national historic registers.
5. The firm's ability to accurately represent costs relative to similar projects incorporating renovations.
6. The content of the firm and its consultants, support staff, etc. and their ability to work effectively together and with the City.
7. The firm's schedule, including milestones.
8. Clarity, organization, and effective presentation of submittal.
9. Review of references listed.
10. Proposed fee schedule or fee schedule methodology, received subsequent to initial submission. Please note that evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services will be a factor in the second phase of the evaluation process.

The City expects to invite a short list of responding firms for an interview based upon its review of the written submissions.

Final recommendations regarding award of contract(s) for services will be made after the City and firm(s) have negotiated reasonable fee schedule(s) for services to be provided, and have concurrence on the methods to be used for payment for services rendered.

II.5 ADDENDA

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:

<http://www.bristolct.gov/bids>

This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document should be referred to Roger D. Rousseau at (860) 584-6195 or at <rogerrousseau@bristolct.gov>.

A summary of all questions and answers will be made available to each firm if they might influence the award of the contract.

III. CONTRACT CONSIDERATIONS

III.1 EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age.

Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

III.2 INDEMNIFICATION

The awarded firm agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the City of Bristol or its officers, agents or employees.

The City, as a sovereign government, cannot indemnify businesses or individuals.

III.3 INSURANCE

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol and the State of Connecticut as additional insured, for the following:

- J General liability (including completed operations coverage) in the amounts of \$1,000,000 Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- J Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.

In addition to the above, the awarded contractor shall provide a certificate of insurance in the minimum amounts as specified herein.

- J Professional Liability, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- J Valuable Papers coverage in an amount not less than \$50,000.00.
- J Worker's Compensation as defined in the Connecticut General Statutes.

All above said insurance shall be provided at the sole expense of the contractor with an insurance company which is licensed to do business in the State of Connecticut. Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

The awarded firm shall maintain insurance coverage until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the City and the awarded firm.

III.4 INVOICING AND PAYMENT

Invoices shall be paid promptly by the City unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are Net 30 Days from receipt of properly executed invoice(s). If your firm submits a proposal that includes payment schedules based on the completion of designated phases, those stages must be clearly outlined in your proposal. The City cannot make payments for "execution of contract" (payments due upon contract signing).

III.5 AWARD CONSIDERATIONS

The City may reject any or all submissions for such reason as it may deem proper or for its sole convenience. The City reserves the right to not accept any submissions. In acceptance of submissions, the City will be guided by consideration of the interests of the City. The City also reserves the right to negotiate further with one or more of the firms as to any features of their submissions and to accept modifications of the work and price when such action will be in the best interests of the City.

Firms selected for interview will be provided with the content of the interview panel; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview committee members will be released solely for the purpose of preparation of affidavits; the selected firms shall not directly contact the panel members prior to immediately following the interview process.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a submission for the same work and is in all respects

fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interests of the City of Bristol.

Unless otherwise noted submissions received in response to this document, including proposed fee schedules, are assumed to be valid and binding for one hundred twenty (120) days from receipt of the submission. If award is not made within such time, the submission can be deemed to be either no longer valid, or can be extended with mutual consent of the City and the firm submitting the submission.

Any contract resulting from this solicitation shall be governed by the laws of the State of Connecticut.

Documents/reports/data become property of the City of Bristol.

III.6 FORM OF CONTRACT

The City intends to use its standard contract document for professional services (attached to this RFP) for the purposes of engaging a firm to provide the requested services.

**REQUEST FOR QUALIFICATIONS
CITY OF BRISTOL, CONNECTICUT 06010**



**Third Party Building Codes Review
For Renovations at
Memorial Boulevard Intradistrict Arts Magnet School
2P19-113**

Due Date: 1:00 pm, May 6, 2019

City of Bristol
Purchasing Department
111 North Main Street, 2nd Floor
Bristol, Connecticut 06010

In accordance with the City's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Qualifications, is aware that the City reserves the right to reject any and all submissions, and is making submission without collusion with any other person, individual or corporate.

_____			_____	
Witness			Signature	
_____			_____	
Company Name			Printed Name	
_____			_____	
Address			Title	
_____			_____	
Town	State	Zip	Date	
_____			_____	
Federal ID #			Telephone Number	
_____			_____	
Email address			Fax Number	

RETURN THIS FORM IMMEDIATELY!

**City of Bristol, Connecticut
Acknowledgment: Receipt of RFP Documents**

**Request For Qualifications 2P19-113
Third Party Building Codes Review
for Renovations at
Memorial Boulevard Intradistrict Arts Magnet School**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit submissions.

Date issued: April 15, 2019
Date documents received: ____/____/____
Do you plan to submit a response? Yes____ No____

Print or type the following information:

Company name: _____
Address: _____
City or Town: _____
Phone: _____
Fax: _____
Email: _____
Received by: _____

**Note: Faxed acknowledgments are requested!
FAX (860)584-6171
A cover sheet is NOT necessary.
IMPORTANT: DO NOT FAX SUBMISSIONS.
QUALIFICATIONS MUST BE SUBMITTED IN SEALED PACKAGES**



**CITY OF BRISTOL, CONNECTICUT
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

Please complete and sign

Legal Name of Bidder: _____

Business Address: _____

Name of Authorized Agent _____ Title: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

Employment Information Form



City of Bristol
Workplace Analysis Affirmative Action Report
Employment Information Form

Purchasing Department
111 North Main Street
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.	

CONTRACT FOR PROFESSIONAL SERVICES
BRISTOL, CONNECTICUT
CONTRACT 2PXX-xxx
[CONTRACT NAME]

This Agreement made this _____th day of _____ 20XX, by and between the **City of Bristol**, a municipal corporation located in the County of Hartford and State of Connecticut, hereinafter termed "City", and **[Company name]**, a Connecticut company qualified to do business in the State of Connecticut, with an office at **123 Main Street, Anytown CT 06010** hereinafter termed "Consultant".

WITNESSETH:

WHEREAS, the City seeks to **[purpose of contract]**;

WHEREAS, the Consultant is to perform engineering services as needed and as requested by the City of Bristol, as outlined in the City of Bristol Request For Proposals 2PXX-xxx and the Consultant Proposal dated **[Proposal due date]**, representing that the Consultant is experienced and qualified to carry on such work;

NOW, THEREFORE, the City and the Consultant, for the consideration and in accordance with the terms and conditions hereinafter set forth, hereby agree as follows:

1. The Consultant hereby represents, warrants and covenants to the City as of the date hereof the following:
 - A. The undersigned representative of the Consultant has been authorized and empowered to execute this Contract by a Resolution of its Board of Directors.
 - B. The Consultant is experienced in the services required for the completion of services required within this contract, and the Consultant and its agents and employees are qualified to perform the duties contemplated under the Contract.
 - C. The Consultant employs and will maintain employment of during the term of the Contract, appropriate staff to complete the services outlined herein.
 - D. No statement of fact made by or on behalf of the Consultant in this Contract, in the Contract Specifications, or in any certificate or exhibit furnished to the City pursuant

hereto contains any untrue statements of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.

- E. The Consultant understands all the terms and conditions of this Contract, including the Contract Specifications, and hereby agrees to adhere to the Contract Specifications and attached Exhibits which are hereby made a part of the Contract.

2. EMPLOYMENT OF CONSULTANT:

The City hereby engages the Consultant and the Consultant hereby agrees to perform all of the services and furnish all of the records, materials, forms and supplies required by and in complete accordance with the City of Bristol's Request For Proposals ("RFP"), entitled 2PXX-xxx, a copy of which is attached hereto marked Exhibit A, and the Consultant's proposal dated [Proposal due date], a copy of which is attached hereto marked Exhibit B.

3. COMMENCEMENT AND COMPLETION:

- A. Following execution of this Contract, the Consultant shall commence work within five (5) working days from the date of an assignment of work, for which a purchase order shall be issued for said work assignment.
- B. The Consultant agrees to complete the work in accordance with the Contract Specifications set forth in Exhibits A and B.
- C. The Consultant agrees to adhere to the time schedule for the work as set forth in the Contract Specifications set forth in Exhibits A and B.

4. USE OF DOCUMENTS:

All files and/or drawings developed through this Contract shall be considered the property of the City of Bristol, whether or not an assignment is completed.

5. RESPONSIBILITIES OF THE CITY:

The City shall do the following in a timely manner so as not to delay the services of the Consultant and shall bear all costs incident thereto:

- 5.1 Pay the Consultant in accordance with the terms of this Contract.

- 5.2 Designate in writing a person to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Contract. Such person will have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to the Consultant's services for the Project.
- 5.3 Assist the Consultant by placing at its disposal all available information pertinent to the work, including previous drawings or reports and, as applicable to the services, any other data relative to design or construction of a work assignment, all of which the Consultant shall be entitled to rely upon.

6. COMPENSATION:

The City agrees to pay to the Consultant the amount of **[amount in words] [amount in numbers]**, in accordance with amounts as outlined in Exhibit B, as compensation for the Consultant's services to be performed and the records, materials, forms and supplies to be furnished by the Consultant.

The Consultant and the City agree that payment for work completed shall be made within thirty days of performance of such services, or within thirty (30) days of receipt of properly executed invoice, whichever comes later.

7. INDEMNIFICATION:

The Consultant agrees to indemnify and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the Consultant resulting from performance under this Contract, except to the extent caused by the negligent acts of the City of Bristol, or its officers, agents or employees.

8. INSURANCE:

The Consultant shall provide to the City a certificate of insurance, naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.

Additionally, the Consultant shall provide to the City a certificate of insurance reflecting the following coverage:

- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

The Consultant shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to an assignment, the Consultant shall maintain coverage for a reasonable period after the date of substantial completion of the project, as agreed to by the City and the Consultant. The Consultant shall provide renewed certificates of insurance to the City thirty (30) days prior to the expiration of a certificate.

Any sub-consultant to the Consultant shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

9. ASSIGNMENT OF CONTRACT:

The Consultant agrees that it shall not assign, transfer or sublet the Contract, or any interest or part therein, without first receiving written approval from the City, and further agrees that any such assignment or transfer or subletting without prior written approval of the City shall, in every case, be null and void, and further agrees that such approval by the City shall not release the Consultant from any responsibility or liability as set forth in this Contract and the Contract Specifications.

10. TERMINATION:

Subject to the provisions below, the Contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the date of termination, then this Contract may be extended upon written approval by the City until said work or services are completed and accepted.

A. Termination for Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) Days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

B. Termination For Cause

Termination by the City for cause, default or negligence on the part of the Consultant shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination by cause.

11. SEVERABILITY:

In the event that any part of any clause or provision of the Contract or Contract Specifications as set forth in Exhibits A and B are judicially determined to be invalid or unenforceable, it shall be deemed severable from the remainder of that clause or provision, and such remainder shall be binding upon the parties to this Contract.

12. WAIVER:

No action or failure to act by the City shall constitute a waiver of any right or duty afforded it under the Contract or Contract Specifications, nor shall it prohibit the City from future exercises of any such right.

13. ENTIRE AGREEMENT:

This Contract, including Exhibits A and B, contains the complete and entire agreement between the parties and may not be modified or amended except in a writing executed by the parties hereto.

14. GOVERNING LAW:

This Contract shall be interpreted and governed under the laws of the State of Connecticut and by the courts of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

_____th day of _____, 20XX.

Signed in the presence of:

CITY OF BRISTOL

_____ By _____
[Name], its Mayor

Signed in the presence of:

[Company name]

_____ By _____
[Name]
[Title]

This Contract was approved by vote of the City Council of Bristol, Connecticut, on the _____th day of _____, 20XX.

Therese Pac
City Clerk

Approved as to form:
CORPORATION COUNSEL

Approved as to Technical Content:
PUBLIC WORKS DEPARTMENT

By _____
Corporation Counsel

By _____
Director of Public Works

Date: _____

Date: _____

Approved as to Appropriations:
BOARD OF FINANCE, CITY OF BRISTOL

By _____
Chair

Date: _____

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss. Bristol

On this ____th day of _____, 20XX, before me, the undersigned officer, personally appeared **[Name]**, who acknowledged himself/herself to be **the Mayor of the City of Bristol**, a municipal corporation, and that he/she, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Mayor of the City of Bristol.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss. Bristol

On this ____th day of _____, 20XX, before me, the undersigned officer, personally appeared **[Name]**, who acknowledged himself/herself to be **[Title]** of **[Company name]** a corporation, and that he/she, as such **[Title]**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as **[Title]**.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public