



City of Norwich

Department of Finance – Purchasing Agent
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706
Fax: (860)823-3812
E-mail: whathaway@cityofnorwich.org

REQUEST FOR QUALIFICATIONS

RFQ No.: 20-15

Opening Date and Time: March 30, 2020 at 2:00 P.M.

Title: Design Consultant Services for Village District Overlay Zones

Special Instructions:

The following information must appear in the lower left hand corner of the envelope:

Request for Qualifications No.: 20-15

Not to be opened until March 30, 2020 at 2:00 P.M.

Return Proposals to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431



RETURN THIS FORM IMMEDIATELY

CITY OF NORWICH, CONNECTICUT

Acknowledgement of Receipt of RFQ Documents

RFQ No.: 20-15
Title: Design Consultant Services for Village District Overlay Zones

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 03/09/2020

Date Documents Received: _____/_____/_____

Do you plan to submit a response? _____ Yes _____ No

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP

City of Norwich CT
Request for Qualifications (RFQ)
RFQ 20-15
Design Consultant Services
for
Village District Overlay Zones

City of Norwich Commission on the City Plan (Commission) is seeking a professional individual/firm/team to operate as the Village district Design Consultant. The licensed architect/landscape architect will work with the Commission and Planning Department staff to review development proposals to ensure compliance with the requirements

The selected individual/firm/team must meet all municipal, state and federal affirmative and equal employment opportunity practices. The City of Norwich is an Affirmative Action/Equal Opportunity Employer. Minority/Woman Owned/Disadvantaged Business Enterprises are encouraged to submit a proposal.

Interested individuals/firms/teams should download the RFQ documents from the following websites:

City of Norwich	http://www.norwichct.org/bids.aspx
State of Connecticut	https://das.ct.gov/SCP_Search/Default.aspx

Responses to this RFQ must be submitted in writing to the Purchasing Agent, 100 Broadway, Room 105, Norwich, CT 06360 no later than March 30, 2020 at 2:00 P.M. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

William R. Hathaway
Purchasing Agent

City of Norwich CT
Request for Qualifications (RFQ)
RFQ 20-15
Design Consultant Services
for
Village District Overlay Zones

A. Introduction

The City of Norwich Commission on the City Plan (CCP) is seeking a professional individual/firm/team to operate as the Village District Design Consultant. The licensed architect and landscape architect will work with the CCP and Planning Department Staff to review development proposals to ensure compliance with the requirements of Zoning Regulation Section 3.10, (effective July 16, 2018) and recommendations per the “City of Norwich Village District Design Guidelines”, dated 07/16/2018.

B. Scope of Work

The consultant shall review and provide design recommendations to the CCP for all new construction, on-site improvements and exterior rehabilitation proposals located on properties within the Village District Overlay. The level of design review is classified as follows: Tier 1 (minor architectural improvements such as signs and exterior lighting), Tier 2 (minor additions or site improvements such as landscaping), and Tier 3 (new buildings and parking lots, etc.). The consultant shall provide recommendations in the form of a written report which shall be submitted to the Planning Department for CCP consideration. Other services may include updating the Village District Design Guidelines. From time to time, the Consultant may be required to appear before the CCP at a regular meeting, which occurs on the 3rd Tuesday of each month at 7p.m.

C. Submittal Requirements

- By submitting a Qualifications Statement, you represent that you have thoroughly examined and become familiar with the Scope of Services outlined in this RFQ and you are capable of performing the work to achieve the City’s objectives.
- All respondents are required to submit one (1) original document signed in ink (preferably blue), four (4) paper copies and one (1) digital (USB flash drive or CD) of their Qualifications Statement to William Hathaway, Purchasing Agent, 100 Broadway, Norwich, CT 06360 by the date and time listed in the Request for Qualifications. All Qualifications Statements will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading. Qualification Statements received later than the time and date specified will not be considered. The Qualifications Statement must be submitted in a sealed envelope or package and the outside shall be clearly marked with the Respondent’s Company Name, Address and the following:

REQUEST FOR QUALIFICATIONS NO. 20-15
DESIGN CONSULTANT SERVICES FOR VILLAGE DISTRICT OVERLAY

- If the respondent is using an express mail or similar type service, the response must be in a sealed envelope within the express mailer/package. The above description must be on the exterior of the sealed envelope contained in the express mailer/package. **Failure to submit the response in a sealed envelope within in the express mailer/package or to include the above description on the exterior of the sealed envelope shall result in immediate disqualification of the response and no further consideration given for the award.**
- All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the City in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.
 1. Table of Contents to include clear identification of the material provided by section and number.
 2. A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the City in making a selection. This letter must be signed by a person legally authorized to bind the firm to a contract.
 3. Name and telephone number of person(s) to be contacted for further information or clarification.
 4. Current Federal Form SF330.
 5. A background statement including a description of the firm/individual submitting the proposal and any sub-consultants.
 6. A detailed statement describing the organizational structure under which the firm proposes to conduct business. Proposed sub-consultants should be clearly identified, and their relationship to any "parent" firm or subsidiary firm, with any of the parties concerned, must be clearly defined.
 7. A list of key staff members who would be involved with the project, including their assigned roles and a description of their background and experience.
 8. A litigation statement indicating any claims, disputes or arbitration proceedings, including any governmental agencies that have occurred over the last three (3) years. Indicate who they were with, the nature of the claim, dispute or arbitration proceeding, the outcome and the current status of each.
 9. A description of relevant architecture experience of the firm, including specific reference to similar services as required by the City under this proposal.
 10. List of similar projects completed over the past five (5) years with the contact name, address, and telephone number of the owners' representative in each project.

11. A concluding statement as to why the respondent is best qualified to meet the needs of the City.
12. Respondent is required to review the City of Norwich Code of Ethics adopted May 21, 2012. Respondent shall acknowledge that they have reviewed the document in the area provided on the attached Ethics Acknowledgement form included on **ATTACHMENT A**. The selected respondent will also be required to complete and sign a Consultant Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed on the City of Norwich. If the respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this proposal.
13. Statement of Non-Collusion (**ATTACHMENT B**).

The City of Norwich is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit RFQ responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the RFQ for review. All proposal pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the proposal contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.

All questions regarding this RFQ shall be made in writing and directed to William R. Hathaway, Purchasing Agent, via email to: whathaway@cityofnorwich.org. Questions must be received no later than 12:00 P.M. on

Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.

This Request for Qualifications does not commit the City of Norwich to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this Request for Qualifications become the property of the City of Norwich. The City of Norwich reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period, or to cancel in part or in its entirety the Request for Qualifications, if it is in the best interests of the City to do so.

D. Selection Criteria

The submissions will be opened at the convenience of the City of Norwich on or after the Statements of Qualifications due date. All Statements of Qualifications shall remain open for sixty (60) days after the due date of the Statements of Qualifications. A short list of firms may be selected for interviews. The City will then select a finalist and negotiate a contract. **ATTACHMENT C** is the City's standard contract and is included for your review. Once an acceptable contract is negotiated and reviewed by the Corporation Counsel, it will be signed by the City Manager. The successful respondent will be expected to commence services immediately upon execution of a contract.

The criteria for our decision will be based on the following items:

- The background and expertise of the respondent; specifically, the respondent must demonstrate responsible professional experience in the review and/or design of projects within village and/or main street commercial districts with emphasis on historic and architectural preservation.
- Key personnel's professional qualifications and experience; their reputation and professional integrity and competence.
- Qualifications and experience of outside consultants regularly engaged by the consultant under consideration.
- Capability of a branch office that will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office.
- Degree of interest shown in providing these services and experience working with cities and towns of similar size to the City of Norwich.

The following additional requirements apply:

- The selected consultant must meet all City of Norwich, State and Federal affirmative action and equal employment opportunity practices.
- The selected consultant will be required to maintain insurance coverage considered adequate by the City. Proof of coverage must be submitted in accordance with City standards prior to the start of the negotiation process.
- All documents shall be prepared in a format compatible with City of Norwich standards.

All costs incurred in the preparation and presentation of this Qualification shall be wholly absorbed by the respondent.

The right is reserved by the City of Norwich to reject any or all submittals, to waive any informalities or defects in submittals, to obtain such supplemental information as may be necessary to review submittals and to accept the Request for Qualifications that, in the judgment of the City of Norwich, will be in the City's best interests.

E. Coordination

The Planning Department Staff, specifically the AICP certified Director of Planning and Neighborhood Services, will coordinate the process, along with input from the Commission on the City Plan, or a subgroup thereof, as determined through discussions. The consultant must also be prepared to meet with other interested boards and commissions, such as the City Council, the Norwich Community Development Corporation, and local community groups, if necessary.

F. Period of Performance

The Term of the agreement, as a result of this RFQ, will be to June 30, 2021. An option to renew for four additional 1-year periods, at terms and conditions mutually

agreed to by both parties, is at the sole discretion of the City of Norwich.

- G.** The City of Norwich is an Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

ARTICLE IV. - CODE OF ETHICS

Sec. 2-51. - Declaration of policy.

The proper operation of municipal government requires that all officials and employees be independent, impartial and responsible to the citizens of the community; that government decisions and policy be made in proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. The purpose of this article is to establish guidelines for ethical standards of conduct for all officials and employees by setting forth those acts or actions that are incompatible with the best interests of the city and by direct disclosure by such officials and employees of financial and personal interests in matters affecting the city.

(Ord. No. 909, § 1, 11-13-78; Ord. No. 1625, 8-3-09)

Sec. 2-52. - Definitions.

The following definitions shall apply in this article:

- (a) *Agency*. All departments, boards, commissions, committees and agencies of the City of Norwich, including the city council.
- (b) *Business entity*. Any business, proprietorship, firm, partnership, person in a representative or fiduciary capacity, association, venture, trust or corporation, whether paid or unpaid, including members of any board, committee or commission thereof.
- (c) *Complainant*. The party initiating a complaint alleging a violation of this section.
- (d) *Gift*. A payment, subscription, advance, forbearance, rendering of service, deposit of money, or anything of value unless consideration of equal or greater value is transferred in its place. The term "gift" shall not include a political contribution otherwise reported as required by law; services provided to support a political candidate or political party without compensation by persons volunteering their time; a commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business; anything of value received because of a family or other close personal relationship with the donor; food or beverage or both, consumed on a single occasion, the cost of which is less than fifty dollars (\$50.00) per person; an occasional nonpecuniary gift, insignificant in value; an award publicly presented in recognition of public service or any gift which would have been offered or given to the recipient if he or she were not a public official or municipal employee.
- (e) *Immediate family*. Spouse, child, parent, sibling, or any person unrelated by blood residing in the individual's household.
- (f) *Interest*. A direct or indirect pecuniary or material benefit accruing to an officer, official or employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the city, except for such contracts or transactions which by their

terms and by the substance of their provisions confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. For the purposes of this code, an officer, official or employee shall be deemed to have an interest in the affairs of:

- (1) Any person in his or her immediate family or the spouse of a person in his or her immediate family,
 - (2) Any person or business entity with whom a contractual relationship exists with the public officer or employee;
 - (3) Any business entity in which the officer, official or employee is an officer, director, member, or employee;
 - (4) Any business entity in which the stock of, or legal or beneficial ownership of, in excess of five (5) percent of the total stock or total legal and beneficial ownership, is controlled or owned directly or indirectly by the officer, official or employee.
- (g) *Officer, official or employee.* Members of all departments, boards, commissions, committees or other agencies of the City of Norwich, including the city council, whether they be elected or appointed, paid or unpaid, full or part time, and all classified and unclassified employees of the City of Norwich.
- (h) *Respondent.* The party against whom a complainant has alleged a violation of this section.
- (i) *Transaction.* The offer of, or the sale, purchase or furnishing of any real or personal property, or services, by or to any person or entity directly or indirectly, as vendor or vendee, prime contractor, subcontractor or otherwise for the use and benefit of the city or of such other person or entity, for any form of consideration.

(Ord. No. 909, § 2, 11-13-78; Ord. No. 1625, 8-3-09)

Sec. 2-53. - Fair and equal treatment.

- (a) *Use of public property.* No officer, official or employee, unless so authorized, shall use or permit the use by others of city-owned property or publicly funded labor or service for personal convenience or profit.
- (b) *Impartiality.* No officer, official or employee shall grant any special consideration, treatment or advantage to any person beyond that available to all citizens.

(Ord. No. 909, § 3, 11-13-78; Ord. No. 1625, 8-3-09)

Sec. 2-54. - Conflict of interest.

- (a) *General conduct.* No officer, official or employee shall engage in any business or transaction or shall have an interest, which is incompatible or in conflict with the proper discharge of his or her official duties in the public interest or would tend to impair independence of judgment or action in

the performance of official duties; nor shall he or she become involved in any contract with, sales to, purchases from, or compensable services made with or rendered to the city except where the same is covered by competitive bidding.

- (b) *Disclosure of information.* Except as may be required by law, no officer, official or employee shall disclose any confidential information concerning the property, business or affairs of the city or use such information to advance the private, financial or personal interest of himself or herself or others.
- (c) *Gifts and favors.* No officer, official or employee shall accept or solicit any gift from any person who, to his or her knowledge, is interested, directly or indirectly, in any manner whatsoever, in business dealings with the city, or which gift may tend to influence him or her in the discharge of official duties or in granting any improper favor, service or thing of value.
- (d) *Incompatible employment.* No officer, official or employee shall appear in behalf of another person not a member of his or her immediate family before any agency of the city, nor shall he or she represent private persons or entities in any action or proceeding against the city in any litigation when said appearance or representation would be in conflict with or would tend to impair his or her independence of judgment and action in the performance of his or her official duties. However, an elected official may so appear on behalf of his or her constituents in the course of his or her duties as a representative of the electorate.
- (e) *Disclosure of interest.* Any officer, official or employee who has an interest in any matter concerning the city shall publicly disclose the true nature and extent of such interest and shall disqualify himself or herself from participating in such matter, if such interest is significant.

(Ord. No. 909, § 4, 11-13-78; Ord. No. 1625, 8-3-09)

Sec. 2-55. - Enforcement.

- (a) *Ethics commission.*
 - (1) There shall be an ethics commission consisting of five (5) members and four (4) alternate members. The council shall appoint commission members and alternate members who shall serve for a term of two (2) years. Upon the expiration of a term, the council may reappoint a commission member or alternate member to a new term, provided that no person who has served as either a member or alternate for three (3) consecutive terms may be reappointed.
 - a. All commission members and alternates shall be resident electors of the city.
 - b. Commission members and alternates may not be officers, officials, or employees of the city by virtue of service other than service on the ethics commission.
 - (2) This ordinance [amendment of this section by Ord. No. 1667] shall become effective July 1, 2012. The initial term of the new alternate members appointed hereunder shall expire on October 18, 2013, and they may thereafter be appointed to two (2) two-year terms pursuant to the provisions of subsection (a)(1).
- (b) *Organization.* The commission shall elect a chair and vice chair, who shall serve until the

expiration of their current term of appointment by the council, at which time the commission shall hold a new election. The commission shall establish its own rules and procedures consistent with the generally applicable law, including, without limitation, Section 1-82a(a) through (e) of the Connecticut General Statutes, as the same may be amended from time to time. Such rules and procedures shall provide for the seating of alternate members who when seated shall have all the powers and duties of regular members. The first rules and procedures shall be established within six (6) months of the date on which the council initially appoints members of the commission. The commission shall hold meetings at the call of the chair or any two (2) of the commission members and at such other times as may be provided by rules and procedures adopted by the commission.

(c) *Procedure for receiving and hearing complaints.*

- (1) *Generally.* The commission shall receive complaints from any person of any alleged violation of the code of ethics. Any complaint received by the commission must be in writing on a form prescribed by the commission and signed under penalty of false statement. A person shall be in violation of this section if the person submits a complaint containing a written statement that he or she does not believe to be true or that has been submitted with malice.
- (2) *Limitation.* No complaint may be received by the commission more than eighteen (18) months after the date of the action complained of, except where the person to be named as the respondent has fraudulently concealed the existence of the action. In which case the herein time limitation shall run from the date the complainant first had actual or constructive notice of the action.
- (3) *Notices and investigations.* Upon receiving a complaint of an alleged violation of the code of ethics, the commission shall, within five (5) business days, notify in writing the person about whom said complaint has been filed, advising the concerned person of the specific nature of the complaint made and being investigated by the commission, and enclosing therewith a copy of the complaint. At least three (3) members of the commission, of which one (1) may be an alternate, shall make a probable cause investigation of the validity of the complaint. The confidentiality provisions of General Statutes § 1-82 shall apply to the investigation. A finding of probable cause shall require the affirmative vote of a majority of commission members or alternates conducting the investigation. Not later than five (5) business days after termination of the investigation, the commission shall inform the complainant and the respondent of its finding as to probable cause and provide them a summary of its reasons for making the finding. If no probable cause was found, the commission shall dismiss the complaint. If probable cause was found, the commission shall call for a public hearing. A hearing shall commence within sixty (60) days after the receipt of the complaint by the commission.
- (4) *Hearings.* In the event a hearing is held, a panel consisting of five (5) members or alternates shall hear it. In the event a hearing is continued to a new date, upon continuation a member or alternate may be substituted for one of the original panel members provided the member

substituted was present for all prior hearings in the case. The respondent shall have the right to counsel, to cross examination of any witness, and to present evidence on his or her behalf. The commission may consider hearsay evidence as prescribed in its rules of procedure.

- (5) *Counsel for the commission.* Corporation counsel shall advise the commission in any matter at the request of the chair or vice chair of the commission. In the event corporation counsel is the respondent, the ethics commission may retain the services of another attorney licensed to practice law in the state.
- (6) *Findings.* A finding of a violation of this code shall require the affirmative vote of three (3) members of the hearing panel that there is clear and convincing evidence the respondent violated the code, and no member may vote who was not in attendance at all hearings. Clear and convincing evidence is evidence indicating the probability that the respondent committed a violation is substantially greater than the probability that he or she did not.
- (7) *Report of recommendations.* When there has been a finding of a violation the commission shall report the finding and a recommendation for action to the council. The commission shall also report to such other officer or board of the city with the power granted by the Charter or state statute to remove the officer, official, or employee found to have committed the violation, when such power of removal exists.
- (8) When the power of removal exists, the officer or board of the city with the power to remove the violator shall within sixty (60) days of receiving a report of violation report back to the ethics commission the disposition of the matter. In all other cases, a report of disposition may be made by the council at their discretion.

(Ord. No. 909, § 5, 11-13-78; Ord. No. 1625, 8-3-09; Ord. No. 1667, 5-21-12)

Sec. 2-56. - Advisory opinions.

Any officer, official or employee may seek from the commission, upon written request, an advisory opinion as to the application of any provision of this article to a particular situation or as to an interpretation of any such provision. The commission shall act on a written request within sixty (60) days of receipt. Such action may be an affirmative vote to decline ruling on the matter. In the event the commission fails to achieve a majority vote for any proposal, such failure shall be construed as an affirmative vote to decline ruling on the matter. The city clerk shall maintain a file of advisory opinions.

(Ord. No. 909, § 6, 11-13-78; Ord. No. 1625, 8-3-09; Ord. No. 1651, 2-7-11)

Secs. 2-57—2-60. - Reserved.

Sec. 7-53. - Conflict of interests.

No member of the council or any other officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city or any department or agency thereof, or be financially interested, directly or indirectly, in the sale to the city or any department or agency thereof of any land, material, supplies or services, except on behalf of the city or any department or agency thereof as an officer or employee or as a member of the council. Any wilful violation of this section shall constitute malfeasance in office, and any member of the council, officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person contracting with the city or any department or agency thereof shall render the contract void. This section shall not apply to members of the council who may be members of a firm or corporation which has secured a city contract as the lowest responsible bidder after bidding thereon as herein provided.

(Ord. No. 22, § 21, 5-5-52)



City of Norwich

100 Broadway
Norwich, CT 06360

Phone: (860)823-3700
Fax: (860)885-2131
Website: <http://www.norwichct.org>

CODE OF ETHICS ACKNOWLEDGEMENT FORM

I HEREBY ACKNOWLEDGE that I have received and read the following documents:

- City of Norwich Code of Ordinances, CHAPTER 2, ARTICLE IV. – CODE OF ETHICS, Section 2-51. to Section 2-56.
- City of Norwich Code of Ordinances, CHAPTER 7, ARTICLE II. – PURCHASES, SALES AND CONTRACTS, Section 7-53. – Conflict of Interests

I Acknowledge that as a City Official, consultant or other party doing business with the City, my conduct must conform to the ethical requirements specified in the City of Norwich Code of Ordinances.

I FURTHER ACKNOWLEDGE that I have an obligation to notify the City if I become aware of a conflict and that the Ethics Commission is available to render advisory opinions concerning potential conflicts of interest.

If you hold an elected or appointed position with the City of Norwich, please complete this section:

Name: _____ Phone Number: _____

Elected or Appointed Position: _____ E-Mail Address: _____

Address: _____

Date: _____ Signature: _____

If you are a vendor, supplier or consultant to the City of Norwich, please complete this section:

Name: _____ Phone Number: _____

Elected or Appointed Position: _____ E-Mail Address: _____

Company Name: _____

Address: _____

Date: _____ Signature: _____



City of Norwich

100 Broadway
Norwich, CT 06360

Phone: (860)823-3700

Fax: (860)885-2131

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this ___ day of _____, by and between _____ (legal name and address), hereinafter called "**Consultant**" and the City of Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for services, and the Consultant represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

The Consultant agrees to perform the ___ services described below

1. **TERM OF THE CONTRACT:** The start date for this contract shall be _____ and the completion date shall be _____
2. **SERVICE TO BE PERFORMED:** The Consultant shall perform the services in accordance with the provisions contained in _____, as specifically stated in the _____ and as may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order. Each Purchase Order shall set forth a specific scope of services, the amount of compensation and the required completion date.
3. **COMPENSATION:** The City shall pay Consultant _____, (\$ _____), in accordance with the provisions contained in the _____, which is attached hereto as Exhibit _____, and incorporated herein as if set forth in full.
4. **STANDARD OF CARE:** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.
5. **INDEMNIFICATION:** The Consultant hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents and servants, or of the Proposers or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Proposers or any participant or spectator or anyone directly or indirectly employed or working for the Proposers while engaged in the activity in the City of Norwich.

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Connecticut General Statutes as amended from time to time.

- 6. INDEPENDENT CONSULTANT:** Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The City shall have no right to supervise the methods used, but the City shall have the right to observe such performance. Consultant shall work closely with the City in performing services under this Agreement.
- 7. PAYMENTS:** The City shall pay in full the Contract Sum to the Consultant upon completion of the work listed in Article 2 of this Agreement unless the parties agree otherwise. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents.
- 8. COMPLIANCE WITH LAWS:** In performance of the services, Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.
- 9. INSURANCE:** During the performance of the services under this Agreement, the Consultant shall maintain the following insurance policies, written by an insurance company authorized to do business in Connecticut, and shall provide the City with a Certificate of Insurance naming the City of Norwich as additional insured on the following policies:
 - Comprehensive General Liability (including completed operations coverage) in the amounts of \$1,000,000 each occurrence and \$2,000,000 aggregate
 - Commercial Automobile Coverage, including owned, non-owned, leased and hired vehicles (if used on City property) in the amount of \$1,000,000 combined single limit.

The Consultant shall also provide a Certificate of Insurance reflecting the following coverage:

- Professional Liability (Errors and Omissions) Insurance in the amount of \$2,000,000 each occurrence
- Workers Compensation Coverage in accordance with State of Connecticut requirements. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

The City must be named as an additional insured unless Owners and Consultants' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The City must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.

In the event that sub-Consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-Consultants' insurance coverage, arising out of negligent acts, errors or omissions of the sub-Consultants.

Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

- 10. CITY'S RESPONSIBILITIES:** The City shall be responsible for providing access to all project sites, and for providing project-specific information.

11. TERMINATION OF AGREEMENT

Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

Default by Consultant: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

- 12. NONDISCLOSURE OF PROPRIETARY INFORMATION:** Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.
- 13. UNCONTROLLABLE FORCES:** Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14. **CONNECTICUT LAW:** It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

15. **VENUE:** In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for Norwich at Norwich, Connecticut.

16. **WAIVER OF JURY TRIAL:** CONSULTANT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONSULTANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONSULTANT'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

17. **MISCELLANEOUS**

Nonwaiver: A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

18. **SUCCESSORS AND ASSIGNS:** The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

19. CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

20. TRUTH-IN-NEGOTIATION CERTIFICATE: Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

21. OWNERSHIP OF DOCUMENTS: Consultant shall be required to work in harmony with other **Consultants** relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.

22. FUNDING: This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

23. NOTICE: Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by United States Postal Service (USPS) Certified Mail, USPS Express Mail, air or ground courier services, or by messenger , as follows:

CITY:

John L. Salomone, City Manager
City of Norwich
100 Broadway
Norwich, CT 06360

Michael E. Driscoll, Corporation Counsel
Brown Jacobson PC
22 Courthouse Square
Norwich, CT 06360

CONSULTANT

ATTACHMENT C

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONSULTANT:

Its Duly Authorized Agent

Its Duly Authorized Agent

Approved as to form:

Michael E. Driscoll, Corporation Counsel

Date Signed _____