



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 PROPOSALS

RFP No.: 20-23

Opening Date and Time: June 5, 2020 at 2:00 P.M.

Title: Lead-Based Paint Inspection, Risk Assessment and Project Planning Services

Special Instructions:

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

Sealed Proposal No.: 20-23

Not to be opened until June 5, 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 RFP Documents

RFP No.: 20-23
Title: Lead-Based Paint Inspection, Risk Assessment and Planning Services

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: May 14, 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
OFFICE OF COMMUNITY DEVELOPMENT**

Request for Proposals

Proposal No. 20-23

Lead-Based Paint Inspection, Risk Assessment and Planning Services

Sealed proposals for Lead-Based Paint Inspection, Risk Assessment and Planning Services will be received in the office of the Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360-4431, until 2:00 P.M. prevailing time on June 5, 2020. All proposals will then be publicly opened and read aloud.

The bid documents may be downloaded from the following websites:

City of Norwich	http://www.norwichct.org/bids.aspx
State of Connecticut	https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

Addenda, if any will be posted on the websites indicated above. All bidders, prior to submitting their bids, should check the above websites to ensure it has received all issued addenda.

The City of Norwich reserves the right to reject any and all bids, in whole or in part, to waive minor irregularities in the bidding and to award the bid to other than the low bidder if deemed in the best interest of the City of Norwich.

The City of Norwich is an Equal Opportunity/Affirmative Action Employer.

William R. Hathaway
Purchasing Agent

**CITY OF NORWICH
OFFICE OF COMMUNITY DEVELOPMENT**

**REQUEST FOR PROPOSALS
LEAD BASED PAINT INSPECTION, RISK ASSESSMENT AND PROJECT PLANNING SERVICES**

General Requirements

The City of Norwich (City) has received a Lead-Based Paint Hazard and Healthy Homes Control Grant from the U.S. Department of Housing and Urban Development (HUD). Benchmarks include performing inspections in approximately 120 dwelling units over the course of the next three (3) years.

The City of Norwich (City) is seeking proposals for lead-based paint inspection, risk assessment and project planning services for the Lead based Paint Hazard Control and Property Rehabilitation Program.

Inspections, testing and sampling shall comply with all current applicable federal, state and local laws, regulations and guidelines. Some of these include:

- OSHA 29 CFR 1926 OSHA Safety and Health Regulations for Construction;
- 24 CFR Part 35 HUD Lead-Based Paint Poisoning Prevention in Certain Residential Structures;
- 40 CFR Part 745 EPA Lead-Based Paint Poisoning Prevention in Certain Residential Structures; and
- all State of Connecticut Lead Paint Statutes and Regulations.

The selected lead consultant contractor shall be responsible for compliance with all federal, state and local statutes and regulations. All lead abatement contractors, lead inspectors, lead inspector risk assessors, lead planner-project designers, lead abatement supervisors and lead abatement workers that provide services shall be licensed and/or certified by the State of Connecticut Department of Public Health (DPH). All services provided shall be consistent with the requirements and guidelines of the U. S. Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) and the State of Connecticut.

Scope of Services

The lead consultant contractor shall provide the followings services:

- a. **Lead Inspections/Risk Assessments:** The lead consultant contractor, including lead inspectors, lead inspection risk assessors or lead planner project designers, shall perform comprehensive inspections and/or risk assessments on all interior and exterior surfaces for the purposes of determining the presence, type, severity and location of lead-based paint hazards, including lead hazards in paint, dust and soil, through the use of, but not limited to, x-ray fluorescence (XRF) analysis with portable analytic instruments, dust wipes (minimum of 3), and the collection of soil samples (minimum of 3 samples per side) for laboratory analysis. Additional samples for bare soil and play areas may also be required. **Note:** HUD guidelines do not allow for representative sampling. XRF testing is required for all situations where component replacement is an option.
- b. **Risk Assessment Report:** The risk assessment report shall comply with the minimum requirements established by the State of Connecticut and the U.S. Environmental Protection

Agency (EPA), whichever is more stringent. The risk assessment report shall contain at least the following:

1. Notice of Evaluation Results: Completed copy of the Notice of Evaluation Results suitable for distribution by the City to the occupants of the property.
2. Summary of the Risk Assessment: An executive summary written in simple, easy to understand English describing the on-site investigation conducted and the results. The summary must be in the basic format found at 24 CFR Part 35, Subpart B and include the names of all risk assessors performing the services, the date the site was visited and the samples collected. The summary must also include a schematic floor plan of each dwelling unit, all identified lead-based paint and/or lead-based paint hazards and their locations. In addition, it must include all treatment options for each hazard identified and clearly identified as either being interim control or abatement. If paint testing is performed, the summary will include the information found at 24 CFR Part 35, Subpart A.

Inspection reports shall be submitted to the Lead/Rehabilitation Officer and the Uncas Health District for further evaluation and action. Completed inspection reports must be submitted to the City of Norwich Community Development Department within fifteen (15) days of the order for testing.

- c. **Lead Planning/Project Design:** The lead planner project designer will take the initial inspection reports/risk assessments and prepare an abatement plan with a detailed scope of work for the correction of identified lead-based paint hazards on the interior and exterior surfaces of the dwelling unit. Within fifteen (15) days of receipt of the initial inspection/risk assessment report, the proposed abatement plan will be submitted to the City of Norwich Department of Community Development and the Uncas Health District for approval. Required revisions to the plan, as requested by Uncas Health District, will be promptly addressed by the contractor/consultant.

The completed plan for a property located in a local or national historic district must be submitted to the State Historic Preservation Office (SHPO) for review and comment. The completed plan shall be sent to SHPO via registered mail (billable to the City).

- d. **Laboratory Services:** All laboratories selected for use in the lead-based paint hazards and evaluation reports shall hold all accreditations and recognitions needed to conduct lead testing services as governed by the regulatory agencies having jurisdiction over such work. At a minimum, the laboratory used by the respondent shall be recognized by the U.S. Environmental Protection Agency (EPA) National Lead Laboratory Accreditation Program (NLLAP) for analyses performed under this contract and shall use the same analytical method used for obtaining the most recent NLLAP recognition. Copies of the certificates shall be provided with the proposal. **Note: The City's Lead Paint Hazard Control Program will be responsible for the costs associated with the shipping of all samples to the testing laboratory for analysis.**
- e. **Final Clearance Testing:** Final clearance testing shall be conducted in accordance with all federal, state and local lead regulations. The lead consultant contractor shall:
- conduct a visual inspection and assessment of the completed lead hazard control work prior to testing on site.

- conduct a visual inspection of the unit preparedness for the final dust wipes collection;
- perform final dust wipes collection and submittal to the laboratory;
- prepare the letter of lead-based paint hazard correction compliance to the approved specification;
- provide copies of the dust wipes test results;
- prepare a written management plan with a detailed description of the levels and locations where lead-based paint still exists in the unit;
- prepare a written procedure for monitoring and maintenance of areas that contain hazardous levels of lead-based paint for the purpose of ensuring it stays in an intact and safe condition.

Other Requirements

- The lead consultant contractor shall be required to attend a minimum of one meeting per month with City of Norwich personnel to address the progress of individual projects and to set testing schedules.
- The lead consultant contractor must have the ability to be on-site for re-wipes or special project circumstances within twenty-four (24) hours of the request.
- The lead consultant contractor, the lead inspector risk assessor and the lead planner project designer shall be independent contractors and shall be wholly responsible for the performance of these services. The City shall have no right to supervise the methods used, but it shall have the right to observe such performance.

Qualifications

The lead consultant contractor, lead inspector, lead inspector risk assessors and lead planner-project designers shall have at least five (5) years of experience in lead-based paint inspections, risk assessments and project planning plus an additional five (5) years of experience in residential construction.

The lead consultant contractor, lead inspector, lead inspector risk assessor, lead planner –project designer, lead abatement contractor and lead abatement workers shall have an active, appropriate license issued by the State of Connecticut Department of Public Health.

The testing laboratory shall hold all accreditations and recognitions required to conduct lead testing services as governed by the regulatory agencies having jurisdiction over such work.

Required Submittals

To be considered responsive, the proposer must submit one (1) original (signed in blue ink), one photocopy and one (1) digital copy (on compact disk or USB thumb drive) and **must** include all of the the following documents:

- the attached proposal form
- a transmittal letter signed by a representative of the firm authorized to bind it to the terms and conditions of the proposal

- a copy of the lead consultant contractor license issued by the State of Connecticut Department of Public Health
- the résumés of the lead inspector risk assessor and the lead planner/project designer
- copies of the lead inspector risk assessor and lead planner project designer licenses issued by the State of Connecticut Department of Public Health
- copy of the testing laboratory's U.S. EPA National Lead Laboratory Accreditation certificate
- a list of three (3) references from projects you have completed in the past two (2) years. Include the client's name, address and telephone number, the name of the person who oversaw the project, telephone number and e-mail address. Also include a brief synopsis of the services provided.

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<http://www.norwichct.org>



Standard Proposal and Contract Terms and Conditions

All Requests for Proposals issued by the City of Norwich ("City") will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposals.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Proposals

1. Proposals must be submitted on forms supplied by the City Purchasing Department. Telephone, facsimile and e-mail Proposals will not be accepted in response to a Request for Proposals.

2. Proposers shall bear any and all costs associated with response to this invitation to Proposal, including the costs for any presentation and/or demonstrations (if applicable).

3. The time and date Proposals are to be opened is given in each Proposal issued. Proposals received after the specified time and date of Proposal opening given in each Proposal shall not be considered. **Proposal envelopes must clearly indicate the Proposal number** as well as the date and time of the opening of the Proposal. The name and address of the Proposers shall appear in the upper left hand corner of the envelope.

4. 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 websites:

City of Norwich

<http://www.norwichct.org/bids.aspx>

State of Connecticut

https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

5. 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 Norwich 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.

6. Incomplete Proposal forms may result in the rejection of The Proposal. Amendments to Proposals received by the City after the time specified for opening of Proposals, shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. All Proposals shall be signed by a person duly authorized to sign Proposals on behalf of the Proposers. Unsigned Proposals shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the Proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Proposal for those items erased, altered or corrected and not initialed.

7. The City of Norwich reserves the right to accept or reject any and all Proposal responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Proposal to the City or its subcontractor or supplier.

8. Conditional Proposals are subject to rejection in whole or in part. A conditional Proposal is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Proposals.

9. Alternate Proposals will not be considered, unless specifically authorized in the invitation to Proposal. An alternate Proposal is defined as one which is submitted in addition to the Proposers primary response to the invitation for Proposals.

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10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Proposal, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Proposal prices.
12. By its submission the Proposers represents that the Proposal is not made in connection with any other Proposers submitting a Proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
13. All Proposals will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Proposal opening are generally not available until a contract has been formally awarded.
14. Proposal and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial General liability insurance to protect it from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate

Products or Completed Operations: \$1,000,000 each occurrence; \$2,000,000 aggregate

Professional Liability (Errors and Omissions): \$2,000,000 each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property): \$1,000,000 combined single limit for each accident

Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Proposal. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

Umbrella/Excess Liability: \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage.

The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

All insurance required hereunder (except Workers' Compensation and Professional Liability) shall contain waivers of subrogation in favor of the City, its employees, agents and elected or appointed officers. The insurance required hereunder shall be primary insurance, not excess or contributory, without any right of contribution by any insurance maintained by or on behalf of the City.

Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

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Samples

16. Accepted Proposal samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Proposal sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any Proposers in default of any prior contract or guilty of misrepresentation or any Proposers with a member of its firm in default or guilty of misrepresentation.

Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, any vendor or successful bidder shall agree that any taxes, landfill fees or special assessments due from the vendor or successful bidder to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor or successful bidder for the performance of work or the furnishing of services and/or materials or equipment under said contract.

20. Any person, vendor or successful bidder performing any work or furnishing any services or material or equipment to the City or any department, board or agency thereof, shall, as a condition of doing such or furnishing services or material or equipment, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person, vendor or successful bidder for the performance of such work or the furnishing of services or materials or equipment.

Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

23. Proposers have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Proposers.

24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

25. The Proposers 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,

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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.

26. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.

27. 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 proposal 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 Norwich 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 therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

28. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Proposal specifications.

29. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Proposal specifications.

30. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

Saving Clause

31. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

32. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

33. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Norwich purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.

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34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.



City of Norwich

100 Broadway
Norwich, CT 06360

Phone: (860)823-3700

Fax: (860)885-2131

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this ___ day of _____, by and between _____ (legal name and address), hereinafter called "**Contractor**" 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 Contractor 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:

1. The Contractor agrees to perform the services described below or in attachments if applicable. (Attachments must be specifically labeled; for example, "Attachment A, consisting of _____ pages, attached hereto and made a part hereof," and be initialed by authorized representatives of both parties.) Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** The start date for this Contract shall be _____ and the completion date of this Contract shall be _____.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of \$ _____.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings,

Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

6. Supervision Of Work: The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

7. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of Norwich Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.

- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

8. Contract: This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

9. Funding and Fiscal Year Appropriations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

10. Termination: The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

11. Obligations in Event of Termination:

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of Norwich."

14. Assignment by Contractor and Subcontracting: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall he subcontract any services without the prior written approval of the City.

15. 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.

16. 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.

17. Waiver of Jury Trial: CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General

Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, “Commission” means the Commission on Human Rights and Opportunities.

For the purposes of this section, “public works contract” means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, (unless such disability, even with reasonable accommodation, prevents performance of the work involved), or in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers’ representative of the contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor’s good faith efforts shall include, but shall not be limited to, the following factors: The contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of Norwich Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws and Indemnification of the City of Norwich: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

21. Waivers And Severability: All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

22. Amendments: No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

23. Entire Agreement: The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

24. Notice: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

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:

CONTRACTOR:

Its Duly Authorized Agent

Its Duly Authorized Agent

Approved as to form and legality:

Michael E. Driscoll, Corporation Counsel

Date Signed _____

PROPOSAL FORMS

To be considered responsive, the proposer must submit one (1) original (signed in blue ink), one photocopy and one (1) digital copy (on compact disk or USB thumb drive) and **must** include all of the the following documents:

- the attached proposal form
- a transmittal letter signed by a representative of the firm authorized to bind it to the terms and conditions of the proposal
- a copy of the lead consultant contractor license issued by the State of Connecticut Department of Public Health
- the résumés of the lead inspector risk assessor and the lead planner/project designer
- copies of the lead inspector risk assessor and lead planner project designer licenses issued by the State of Connecticut Department of Public Health
- copy of the testing laboratory's U.S. EPA National Lead Laboratory Accreditation certificate
- a list of three (3) references from projects you have completed in the past two (2) years. Include the client's name, address and telephone number, the name of the person who oversaw the project, telephone number and e-mail address. Also include a brief synopsis of the services provided.

**CITY OF NORWICH
BID/PROPOSAL FORM**

BID/PROPOSAL NO.

Company Name: _____

Company Address: _____

Principal's Name: _____

Telephone: _____ Fax: _____ Email: _____

Company Information

Number of Employees: _____ Years in Business: _____

Corporation: Sole Proprietorship: Partnership: Other (Specify) _____

Federal Employee Identification No.: _____ DUNS No.: _____

Minority Owned Business? Yes No Woman Owned Business: Yes No

Section 3 Business: Yes No Small Business: Yes No

Is your firm registered in the U. S. government's System for Award Management (SAM)? Yes No

List three (3) references from projects similar in scope that your firm has completed within the past year (name, address, contact person and telephone number)

1. _____

2. _____

3. _____

Cost Proposal

Note:

Dwelling means every building or shelter used or intended for human habitation, including exterior surfaces and all common areas thereof, and the exterior of any other structure located within the same lot, even if not used for human habitation.

Dwelling unit means a room or group of rooms within a multi-unit dwelling arranged for use as a single-household by one or more individuals living together who share living and sleeping facilities.

ITEM	DESCRIPTION	LUMP SUM
1.	Risk assessment per dwelling unit to include a written lead pain hazard risk assessment report based on a visual inspection of the condition of all painted surfaces within the dwelling unit. Sample dust wipes – minimum of 3 interior wipes and soil samples – minimum of 3 per property	
2.	Comprehensive lead inspection per dwelling unit to include a complete XRF inspection of the dwelling unit to meet federal, state and local requirements. A complete identification of the locations and assessment of the paint condition of each tested area. It also includes complete testing of exterior painted surfaces, soil samples to include bare spots on or adjacent to the lawn, play areas and exposed soil along the driplines/foundation. Complete testing of all interior painted surfaces, by room and to include all adjacent common area. A floor plan of the dwelling unit with identification of the locations where dust wipe samples were collected.	
3.	Project Planning/Design per dwelling unit to include an abatement plan with a detailed scope of work for the correction of identified lead-based paint hazards on the interior and exterior of the dwelling unit.	
4.	Final Clearance/Closing package per dwelling unit to include a visual inspection and assessment of the completed lead hazard control work, including the unit’s preparedness for the final dust wipe collection. Final dust wipes collection and submittal to the laboratory. Letter of lead-based paint hazard correction compliance with the approved specification. Copies of the dust wipes test results. Written management plan with a detailed description of the levels and locations where lead paint still exists in the dwelling unit. Written procedures for monitoring and maintaining areas that contain hazardous levels of lead-based paint to ensure they stay in an intact and safe condition.	
	GRAND TOTAL	

Hourly Services

Environmental Construction Hazard Consultant Services \$ _____ per hour

On-site inspection services using laboratory analysis or XRF equipment \$ _____ per hour

The undersigned accepts the terms, conditions and requirements stated in the Owner’s Invitation to Bid and contract documents. The undersigned proposes to all labor, supervision, equipment, tools and incidentals in accordance with the specifications.

The undersigned has carefully checked all the figures Of the items on the Bid Form and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Bidder understands that the City of Norwich reserves the right to reject any or all bids, in whole or in part, to waive any informality in the bidding and to award this service to other than the low bidder if deemed to be in the best interest of the City of Norwich.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of Bids.

Respectfully submitted:

Name and Title (in cursive)

Name and Title (printed)

(Seal – if bid is by a corporation)

Business Address

Telephone Number

E-mail

NON-COLLUSION AFFIDAVIT

State of _____)
)
County of _____)

_____, being first duly sworn, deposes and says that:
(Individual's Name)

1. He/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

herein after referred to as the "Proposer" that has submitted the attached bid;

2. He/she is fully informed respecting the preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham bid, in connection with the contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.

6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission expires on _____