

**Request for Proposals
2P12-015**

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

**Construction Management Services (“Clerk of the Works”)
For Construction at Beals Senior Community Center**

All submissions must be made in accordance with the specifications supplied by

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



Submissions will be received until **11:00 am, August 31, 2011.**

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

Request for Proposals 2P12-015
Construction Management Services
("Clerk of the Works")
for Construction at Beals Senior Community Center

The City of Bristol is seeking proposals from qualified firms and/or individuals for the provision of construction oversight (i.e. Clerk of the Works) for a mechanical renovation project at the Beals Senior Community Center. Work associated with the construction project is anticipated to be required through December 2012.

The scope of services and proposal submission documents are available from
the City of Bristol
Purchasing Department
111 North Main Street, Second Floor
Bristol, CT 06010

between the hours of 8:30 am and 5:00 pm Monday through Friday, or by downloading from the website noted below.

Proposal submissions will be accepted by the Purchasing Department until Wednesday August 31, 2011 at 11:00 am; submissions received after this date and time will not be considered. The City reserves the right to waive any informalities in any submission, to reject any and/or all submissions, and to accept the proposal(s) that in its judgment is in its best interest. Each submission shall contain one original and seven (7) copies as well as one copy via compact disk or USB drive (pdf or similar standard readable format), and shall be in a sealed envelope or package clearly identified as "RFP 2P12-015 Construction Management Services at Beals Senior Community Center" delivered to the address noted above.

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

r/a August 10, 2011

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REQUEST FOR PROPOSALS CITY OF BRISTOL, CONNECTICUT

2P12-015

Construction Management Services ("Clerk of the Works") For Construction at Beals Senior Community Center

I. PROJECT SPECIFICATIONS

I.1. INTRODUCTION

The City of Bristol is performing renovations and improvements at the Beals Senior Community Center, located at 240 Stafford Avenue, Bristol, CT through a general contractor under a traditional design bid build process. The City is seeking proposals from individuals and/or firms to act as Clerk of the Works for the project on behalf of the City.

I.2. BACKGROUND

The Beals Senior Community Center, originally constructed in 1956 as Westwoods Elementary School, was renovated into a multi-functional community facility in 1986. The building consists of 53,400 square feet and houses operations for the Department of Aging, the Bristol Burlington Health District, Wheeler Clinic Children's Extended Day Program, and minor operations of the Bristol Board of Education.

The renovations consist primarily of mechanical improvements, including boiler replacement, replacement of chiller and rooftop air handling units, and associated piping and venting work. Additionally, a new 250kw emergency generator and new upgraded electrical service is being installed to accommodate increased load and prepare for establishment as an emergency shelter. The construction documents, prepared by Salamone & Associates, P.C. of Hamden, are available for inspection in the Purchasing Department.

I.3. SCOPE OF SERVICES

1.3.1 Summary of Tasks

- a. Review specifications and contract documents prior to the start of construction where practical, as well as review of existing site conditions. Continuous review of these documents will be held with the various Contractors as the project advances. Any changes, recommendations or suggestions shall be brought to the City's and to the Architect's attention for proper action. For the purposes of this solicitation, firms shall submit a cost for said one-time review as part of its proposal.
- b. Monitor all construction activity on a daily basis, as to its progress and quality, specifically as it pertains to contract documents. The City and the Architect shall be immediately notified of any work which does not comply or conform to these documents and cannot be corrected on the job site. Any delays in the construction schedule will be immediately reported. For the purposes of this solicitation, firms shall submit a cost per month assuming four hours per day, and alternatively, also a cost per month assuming eight hours per day.

- c. Assist in the coordination of phases of work, in conjunction with the Contractor and the Owner, to accommodate the needs of building tenants.
- d. Maintain necessary records to insure proper documentation of construction activity. This shall include all correspondence, contract documents, change orders, construction change authorizations, supplemental instructions, reports of site conferences, shop drawings and product data, samples, supplementary drawings, and names and addresses of all subcontractors and principal material suppliers. Special attention shall be given to recording work which might result in a claim for a change in contract sums, time, or replacement.
- e. Maintain a daily log relative to the project, weather, nature and location of work being performed, verbal instruction, subcontractors working, work being done, number of personnel, deliveries, tests taken and specific observations.
- f. Maintain a record of all shop drawings, product data and samples. Also review and observe tests required by the contract documents. Maintain a file containing one copy of each of these documents.
- g. Attend all job meetings and meetings of the Building Committee as needed. For the purposes of this RFP, it should be assumed that there will be bi-weekly job meetings and monthly building committee meetings.
- h. Review, in conjunction with the Architect, applications and supporting documentation for payments submitted by the Contractor.
- i. Review the list of items to be completed or corrected, which the Contractor has submitted with a request for issuance of a certificate of substantial completion. Inspect this work, and if the list is accurate, return it to the City for final disposition.
- j. Assist the City in the final inspection of the project. Review, with the Architect, documentation the Contractor is required to furnish at the completion of the work. It is not expected at this time that commissioning services are required.

1.3.2 Duties of the Clerk

The Clerk shall report job-related activities directly to the assigned project manager and generally to the Director of Public Works. The Clerk shall inspect all phases of the project and enforce conformance with project specifications and plans, State Statutes and building Codes as well as City Ordinances, Federal laws and regulations. The Clerk shall be responsible for the preparation and maintenance of all job related records including measurement of quantities and/or work units, daily reports and checking and verifying all Contractor payment invoices. Other duties shall include but are not limited to coordinating construction activities between the Department of Public Works, other municipal departments, Boards or Commissions, with the architect and the contractor. The Clerk of the Works shall also provide and be responsible for reports and records as requested by the assigned project manager and Director of Public Works for the project.

1.3.3 Relationship of the Parties

The clerk shall perform the work as an independent contractor. The clerk shall have full power and authority to select the means, manner and method of performing his/her work without detail, control or direction by the City. The Clerk will receive direction from the City Engineer as to the end results to be

accomplished and the Contractor shall be responsible as to the manner and means of accomplishing the work to be performed hereunder pursuant to good and workmanlike practices. The Clerk shall also maintain all insurance for medical, liability, workers compensation, etc. for himself for the duration of this Contract. The City will provide office space and the use of standard office furnishings and equipment for the duration of the Contract. Please note that if an individual is selected (not a firm), said individual is required to complete a form PUR-010 confirming that services rendered are as an independent contractor.

1.3.4 Reports and Documents

The Clerk shall treat all maps, data, reports and other information relating to alterations to Bristol-owned facilities as confidential. The Clerk shall not, without express written consent of the City, release any of this information. It is also expressly understood that all this material shall be and shall remain the property of the City.

I.4. RESOURCES AVAILABLE

The City will make available to the awarded firm:

- Study of HVAC Systems at City Hall and Beals Senior Community Center (2007)
- Construction documents for Project 2C12-008 Renovations at Beals Senior Community Center (2011)

I.5. PROJECT SCHEDULE

The following is the proposed schedule for the selection process and work program:

Date of RFP Issuance	August 10, 2011
Submittals Due	August 31, 2011
Interviews Conducted	September 14, 2011
Recommendation for Award	September 22, 2011

II. SUBMISSION REQUIREMENTS

II.1. SUBMISSION DUE DATE

Proposals will be accepted at the City of Bristol Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010 until **11:00 am, August 31, 2011**. Proposals received after that time will not be considered. Proposals may be withdrawn 120 days after opening if no award has been made.

The City plans to invite a short list of responding firms for an interview based upon its review of the written submissions. Your firm should have September 14, 2011 available if selected for an interview; your firm will be notified no later than September 9, 2011 if your firm is selected.

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

II.2. DIRECTIONS FOR WRITTEN SUBMISSION

Interested firms and/or individuals are required to submit **one original and seven (7) copies**, as well as a copy provided in digital format (e.g. pdf or Word, on CD or USB disk) of the proposal to Roger

Rousseau, Purchasing Agent, no later than the date and time noted above. Submittals shall consist of the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 120 days after the due date.
- b. A concise and complete description of the work to be performed, including:
 1. An explanation of your firm's understanding of the project, its approach to the work, and the key issues to resolve toward successful completion of the project.
 2. A detailed work program and time schedule for each phase of the project (if applicable).
 3. A list of personnel who will be assigned to the project, including resumes for professionals expected to provide at least 20% of the person hours on the project. Support staff contracted by your firm for this project should additionally be included for review and consideration.
 4. A description of similar projects which your firm has been involved in, including references.
 5. A summary of your firm as outlined in Section II.3 of this document.
- c. A fee schedule for the services, submitted in a sealed envelope separate from but included with the proposal. Please note that evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services is one of the criteria outlined in this document. If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City.

Submittals shall be delivered to the City of Bristol Purchasing Department, 111 North Main Street, Bristol, CT 06010, clearly marked as "2P12-015 Construction Management Services at Beals Senior Community Center".

II.3. VENDOR INFORMATION

A. Vendor Overview

Please provide the following:

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

B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

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

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

II.4 EVALUATION CRITERIA

Selection of firm(s) will be the responsibility of a committee consisting of City designated representatives. The evaluation will be based upon the written submittals and selected presentations and interviews. The factors, which will be evaluated, include the following:

1. The specialized experience of the individual(s) or firm(s) and its (their) assigned personnel.
2. Ability to oversee all aspects of contractor's performance.
3. Ability to accurately assess value of construction work performed.
4. Understanding of the project and approach to the project.
5. Ability to effectively communicate report results both in printed format and in public meetings.
6. Clarity, organization, and effective presentation of submittal.
7. Review of references listed.
8. Proposed fee schedule or fee schedule methodology.

The City plans to invite a short list of responding firms for an interview based upon its review of the written submissions. **Your firm should have September 14, 2011 available** if selected for an interview.

II.5 ADDENDA

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

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

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

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

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

III. CONTRACT CONSIDERATIONS

1. EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

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

with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

2. INDEMNIFICATION

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

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

3. INSURANCE

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

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

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

4. INVOICING AND PAYMENT

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

5. AWARD CONSIDERATIONS

The City may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the City will be guided by consideration of the interests of the City. The City also reserves the right to negotiate further with one or more of the firms as to any

features of their proposals or submittals and to accept modifications of the work and price when such action will be in the best interests of the City.

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

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a 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 Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interests of the City of Bristol.

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

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

Attached to this RFP is a sample contract; it is assumed that the selected firm will be required to execute a contract, in substantially the same form, in lieu of the firm's standard agreement.

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



**Construction Management Services at Beals Senior Community Center
2P12-015**

Due Date: 11:00 am, August 31, 2011

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

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

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

Witness

Signature

Company Name

Printed Name

Address

Title

Town

State

Zip

Date

Federal ID #

Telephone Number

Email address

Fax Number

RETURN THIS FORM IMMEDIATELY!

City of Bristol, Connecticut
Acknowledgment: Receipt of RFP Documents

**Request For Proposals 2P12-015
Construction Management Services at
Beals Senior Community Center**

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

Date issued: August 10, 2011
Date documents received: ____/____/____
Do you plan to submit a response? Yes____ No____

Print or type the following information:

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

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

**CITY OF BRISTOL
PURCHASING DEPARTMENT
111 NORTH MAIN STREET
BRISTOL, CT 06010**

Proposal Check List

This form need not be returned with your submittal. It is suggested that you review and check off each action as you complete it.

- ___ 1. The proposal has been signed by a duly authorized representative of the company.
- ___ 2. Any fee schedule you have offered has been reviewed and verified.
- ___ 3. Standard payment terms are net 30 days. Net terms for periods less than 30 days may result in proposal rejection. (You may offer cash discounts for prompt payment).
- ___ 4. Any technical or descriptive literature, drawings or proposal samples that are required have been included with the proposal.
- ___ 5. Any addenda to this document have been acknowledged and included.
- ___ 6. The envelope has been addressed to: City of Bristol Purchasing Department
 2P12-015 Construction Management Services
 at Beals Senior Community Center
 111 North Main Street
 Bristol, CT 06010
- ___ 7. The envelope has been clearly marked with the proposal number and opening date.
- ___ 8. If additional copies are required as part of your response, make sure the original is clearly marked.
- ___ 9. The proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are **NOT** accepted under any circumstances. Faxed responses are not accepted. Please allow enough time if mailing your proposal.



CITY OF BRISTOL, CONNECTICUT NON-COLLUSION CERTIFICATION

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

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

Please complete and sign

Legal Name of Bidder: _____

Business Address: _____

Name of Authorized Agent _____ Title: _____

Phone: _____ Fax: _____

Signature: _____ Date: _____

Employment Information Form



City of Bristol
Workplace Analysis Affirmative Action Report
Employment Information Form

Purchasing Department
111 North Main Street
Bristol, CT 06010

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

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

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

**City of Bristol Connecticut
Confirmation of Independent Contractor Status**



You have been requested to provide services to or on behalf of the City of Bristol and/or the Bristol Board of Education.

In providing these services to the City of Bristol, you are performing said services as an independent contractor/sole proprietor.

Separately from provision of this document, you may additionally be requested to provide a Form W-9 Request for Taxpayer Identification Number and Certification, for subsequent annual issuance of an IRS 1099 Earnings Statement (if more than \$600.00 is paid to you annually as an independent contractor/sole proprietor, the City is obligated to issue said earnings statement).

Individual Information

(individual's name) _____
(social security number) _____
(brief description of services)

for _____ from _____ to _____
(department) (start date of service) (expected end date of service)

I hereby certify that I, as an independent contractor providing services either to the City or on behalf of the City, agree to defend, indemnify and hold harmless the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by a negligent act, error or omission of myself as an independent contractor, resulting from the performance of duties on behalf of the City.

I further certify that I am acting as a sole proprietor as defined in C.G.S. 31-275(10), and that in accordance with Chapter 568 of the Connecticut General Statutes (Workers' Compensation Act), I have provided to the Workers Compensation Commission proper notice that I am excluded from filing any claim for workers' compensation against the City of Bristol.

I further certify that work performed under this contract to the City of Bristol as a sole proprietor does not contribute to eligibility for receipt of benefits through unemployment insurance.

Signature

Date

CONTRACT FOR PROFESSIONAL SERVICES
BRISTOL, CONNECTICUT
CONTRACT 2P12-015
CONSTRUCTION MANAGEMENT SERVICES
("CLERK OF THE WORKS")
FOR CONSTRUCTION AT BEALS SENIOR COMMUNITY CENTER

This Agreement made this _____th day of _____ 2011, by and between the **City of Bristol**, a municipal corporation located in the County of Hartford and State of Connecticut, hereinafter termed "City", and <<**Vendor Name**>>, a Connecticut company qualified to do business in the State of Connecticut, with an office at << **Vendor address, city, state and zip**>>, hereinafter termed "Consultant".

WITNESSETH:

WHEREAS, the City seeks to complete analysis of school readiness programs;

WHEREAS, the Consultant is to perform all professional services for the completion of said study as outlined in the City of Bristol Request For Proposals 2P12-015 and the Consultant Proposal dated August 31, 2011, representing that the Consultant is experienced and qualified to carry on such work;

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

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

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

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

2. EMPLOYMENT OF CONSULTANT:

The City hereby engages the Consultant and the Consultant hereby agrees to perform all of the services and furnish all of the records, materials, forms and supplies required by and in complete accordance with the City of Bristol's Request For Proposals ("RFP"), entitled 2P12-015, a copy of which is attached hereto marked Exhibit A, and the Consultant's proposal dated August 31, 2011, a copy of which is attached hereto marked Exhibit B, and made a part hereof.

3. COMMENCEMENT AND COMPLETION:

- A. The Consultant shall commence the work within seven (7) days from the date of the execution of this Contract or a subsequent date at the discretion of the Mayor of the City of Bristol.
- B. The Consultant agrees to complete the work in accordance with the Contract Specifications set forth in Exhibits A and B.
- C. The Consultant agrees to adhere to the time schedule for the work as set forth in the Contract Specifications set forth in Exhibits A and B.

4. USE OF DOCUMENTS:

- 4.1 All Files developed through this Contract shall be considered the property of the City of Bristol whether or not the Project is completed.

4.2 The Consultant's work will be based in part on data collected, conducted, and provided by the Consultant and others. Such data may be included in other reports or documentation. In addition, these reports may have been based upon available previous reports, historical records, and documentation from federal, state and local government agencies. The Consultant's report will be subject, at a minimum, to the limitations of the previous reports, historical documents, availability and accuracy of collected documentation, and personal recollection of those persons interviewed.

5. RESPONSIBILITIES OF THE CITY:

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

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

5.2 Designate in writing a person to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Contract. Such person will have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to the Consultant's services for the Project.

5.3 Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and, as applicable to the Services, any other data relative to design or construction of the Project, all of which the Consultant shall be entitled to rely upon.

6. COMPENSATION:

The City agrees to pay to the Consultant a total sum not to exceed ~~XXXXXXXXXX~~ Dollars (\$~~XX,XXX.XX~~), as outlined in Exhibit B, as compensation for the Consultant's services to be performed and the records, materials, forms and supplies to be furnished by the Consultant.

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

7. INDEMNIFICATION:

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

8. INSURANCE:

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

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

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

9. ASSIGNMENT OF CONTRACT:

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

10. TERMINATION:

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

A. Termination for Convenience

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

B. Termination For Cause

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

11. SEVERABILITY:

In the event that any part of any clause or provision of the Contract or Contract Specifications as set forth in Exhibits A and B is judicially determined to be invalid or

unenforceable, it shall be deemed severable from the remainder of that clause or provision, and such remainder shall be binding upon the parties to this Contract.

12. WAIVER:

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

13. ENTIRE AGREEMENT:

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

14. GOVERNING LAW:

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____th day of September, 2011.

Signed in the presence of:

CITY OF BRISTOL

By _____
Arthur J. Ward, its Mayor

Signed in the presence of:

<<VENDOR NAME>>

By _____

This Contract was approved by vote of the City Council of Bristol, Connecticut, on the 22nd day of September, 2011.

Therese Pac
City Clerk

Approved as to form:

Approved as to Technical Content:

CORPORATION COUNSEL

DEPARTMENT OF PUBLIC WORKS

By _____

By _____

Corporation Counsel

Date: _____

Date: _____

