



**TOWN OF TRUMBULL  
REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR  
ON-CALL ARCHITECTURAL SERVICES, ON-CALL ENGINEERING SERVICES,  
ON-CALL STRUCTURAL SERVICES, ON CALL ENVIRONMENTAL SERVICES, ON CALL  
GEOTECHNICAL, ON CALL TRAFFIC  
And ELECTRICAL ENGINEERING SERVICES**

**GENERAL INFORMATION**

**RFP: # 6227     DUE:     APRIL 4,2017 at 2:00PM**

The Town of Trumbull (hereinafter referred to as Town) invites interested parties (hereinafter referred to as Consultant, Architect, Engineer, Firm, Respondent, Proposer) to submit qualifications and fees based on the requirements of the enclosed RFP. The information contained herein outlines the intent and scope of this request; and the guidelines governing the submission and evaluation process.

The Town solicits proposals from qualified full-service Architectural, Structural, Environmental, Geotechnical, Traffic and Electrical engineering firms to provide "ON-CALL" professional services on an as needed basis. The Town intends to utilize the Consultant when projects cannot be completed by Town or when the complexity of the project requires additional expertise. All work performed for the Town in this capacity shall be under the direction of licensed architects and engineers licensed by the State of Connecticut.

It is the intention of the Town to select consultants for each on-call Architectural, Structural, Engineering, Environmental, Geotechnical, Traffic and Electrical service separately. It is requested that proposals conform to this request as closely as possible. The Purchasing Agent may accept proposals which take exception to any requirements in this RFP. Any exceptions or alternative proposal shall be clearly delineated in a separate attachment to the proposal submitted.

**A. PREPARATION OF PROPOSALS**

1. One (1) ORIGINAL plus three (3) EXACT COPIES of your proposal shall be submitted. **A separate proposal shall be submitted for either discipline applying for.** All proposals should be submitted in a clear, concise and legible manner to permit proper evaluation. Hourly rate schedule(s) shall be submitted in a separate sealed envelope using the form provided – Exhibit A.
2. Proposers may also submit, under separate cover with their proposal, any additional reports and documents that are necessary to meet the requirements (deliverables) of this request.

**B. PROPOSAL SUBMISSION**

1. Proposals are to be submitted in a sealed envelope and addressed as follows:  
**RFP # 6227 On-Call Architectural Services or On-Call Engineering Services or On-Call Structural Engineering Services or On-Call Environmental Services or On-Call Geotechnical, On-Call Traffic, On-Call Electrical Consulting Services**

**Attention: Kevin Bova  
Purchasing Agent  
Town of Trumbull  
5866 Main Street, Trumbull, CT 06611**

2. Proposals must be signed by an authorized principal or agent and that the person signing the formal proposal must be authorized by the organization to contractually bind that organization with regard to price and related contractual obligations. Unsigned proposals shall not be considered.
3. A proposal may be withdrawn at any time prior to the above scheduled date. A proposal received after the above scheduled date and time shall not be considered or opened.

**C. TOWN OPTIONS**

The Town reserves the right to reject any or all proposals and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town.

**D. TAXES**

All purchases made by the Town, and associated with the award of this requirement shall be tax exempt. Any taxes must not be included in proposal prices. A Town Tax Exemption Certificate shall be furnished upon request.

**E. INQUIRIES**

1. General questions concerning this request and submission requirements may be directed to **Mr. Kevin Bova, Purchasing Agent**, at (203) 452-5042 or [kbova@trumbull-ct.gov](mailto:kbova@trumbull-ct.gov). To ensure consistent interpretation of certain items, answers to questions the Town deems to be in the interest of all proposers will be made available in writing or by Fax as appropriate to all proposers.
2. Additionally, after proposals are received, the Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request. The Town further reserves the right to request additional information at any time after proposals are opened.

**F. AWARD AND AUTHORITY**

The purchasing authority of the Town shall issue notification of award in writing. Once selected after the 1<sup>st</sup> 2 years, a Letter of extension May be sent if both parties mutually agreed on pricing extended for two (2) additional one year periods,

**G. PRICING**

All pricing quoted shall remain firm fixed for a period of two (2) year from date of proposal opening. Special Consideration will be given to responses with extended firm price dates.

**H. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS**

Any contractor or subcontractor of the Town offers and agrees to assign to the public purchasing body all rights, title and interest in and to all causes of action it may have under Sec. 4 of the Clayton Act, 15 U.S.C. Section 15 or under Chapter 624 of the General Statutes of Connecticut arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

**I. HOLD HARMLESS CLAUSE**

Any contractor or subcontractor of the Town agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request and subsequent Contract, whether or not due in whole or in part of any act, omission or negligence of the Town or any of its representatives or employees.

**J. WORK REGULATIONS AND STANDARDS**

All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.

**K. INSURANCE**

1. The selected firm is required to furnish a Certificate of Insurance naming the Town of Trumbull as the additional insured. The insurance is to include Contractor's Liability and Worker's Compensation, thereby holding the Town of Trumbull harmless from all eventualities that may occur relative to this Bid and the resulting purchase order or contract. The Certificates of Insurance will be provided by companies licensed in the State of Connecticut and will be in amounts of \$1,000,000 General Aggregate, \$1,000,000 Automobile Liability and Worker's Compensation, and Employer's Liability \$100,000 (each accident) to the Town of Trumbull. Such policies shall provide that no coverage shall be changed or cancelled unless thirty- (30) day's prior notice of such change or cancellation shall be made to the owner. Such notice shall be made by registered mail; postage prepaid, to the Purchasing Agent, Town of Trumbull, Town Hall, Trumbull, Connecticut 06611. In the event of cancellation, the contractor shall cease all operations on or before the effective date of said cancellation and he shall not commence work again until he has obtained replacement insurance and has delivered a Certificate of Insurance to the office of the Owner's Purchasing Department.
2. **LIABILITY INSURANCE.** The Consultant, upon the submission of a proposal shall deliver to the District proof of professional liability insurance in the sum of \$1,000,000 (one million dollars) issued by a reputable insurance company. This insurance must be maintained throughout this engagement and proof thereof must be provided upon request.

**L. ADDENDUMS**

It is the responsibility of all proposal submitters to verify with the Town if any addendums or changes to this have been. All and any addendums will be posted on the Town of Trumbull – Purchasing department website. [www.trumbull-ct.gov](http://www.trumbull-ct.gov) .

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**GENERAL REQUIREMENTS**

**GENERAL**

The selected consultant(s) shall provide, on as as-needed basis, professional architectural or engineering or structural or environmental or Electrical consulting, including land surveying, planning, environmental science, construction inspection, landscape architecture and other related professional services to assist the Town with planning, designing and construction for various projects.

**A. INTENT AND GENERAL INFORMATION**

The Town will have sole discretion as to which projects, if any, will be assigned to the selected Consultant. The Town reserves the right to advertise via competitive Request for Proposals any other projects it deems appropriate. The selected Consultants will be afforded the opportunity to submit proposals on any advertised RFP.

The Consultant must also have the capability of generating computer-aided designs or drawings (CADD) which are compatible with a current AutoCAD operating system.

**B. CONSTRUCTION MANAGEMENT**

These services include, without limitation, monitoring and tracking financial activities. The selected Consultant will prepare and recommend payment for request received from the contractor to the Department of Public Works Project Manager. Construction contractor payment disputes relating to the construction contract will be resolved by the Consultant with final approval from the Town. The selected Consultant shall be part of the Town's team negotiating for the Town in determining reasonable and mutually agreeable prices between the Town and the Construction Contractor for all additional work.

**C. STATUS REPORTS**

These services include, without limitation, reporting formally to the Town monthly. A project management report will be submitted which will outline the activities completed and variance(s) from planned activities for the previous month and planned activities for the upcoming month. The Town will require all project schedules be prepared utilizing Microsoft Project™ Software (latest version) or a mutually agreed to alternate.

**D. PROJECT COORDINATION**

These services include, without limitation, coordinating the activities of the construction contractor, surveyors, inspectors, utility companies and others to ensure conformance with the project schedules. Advance notification to utility companies shall be made in writing. The selected Consultant will hold a pre-construction meeting two weeks prior to the start of construction. The selected Consultant will be required to prepare all written communication relative to the completion of the project, which will include

requests for utility relocations and replies to questions from construction contractors, Town residents and Departments within the Town, as applicable.

**E. RECORD KEEPING**

These services shall include, without limitation, submitting copies of all project correspondence to the Town. In addition, the selected Consultant will maintain a duplicate set of files. Upon completion of the contract, the selected Consultant will provide the Town, with all test reports, as built plans, inspections, field notes, measurements, material slips, and any other copies of material, pertinent data regarding the contract. These records shall be bound in chronological order, or as otherwise specified by the Town.

**F. TIMEFRAMES**

**RFP schedule is as follows:** *(all dates after Proposal Due Date are approximate)*

Proposals Due: APRIL 4,, 2017

Proposal Review Completed: MAY 1, 2017

The above dates are subject to change without notification.

**G. CONTRACT MANAGEMENT**

1. The Managing Authority for this contract shall be the Director of the Department of Public Works or their authorized designee.
2. The selected firm will assign one (1) qualified individual, who will be the firm's contact person who will be responsible for directing and coordinating the activities of the firm's personnel and subcontractors in all aspects of each project assigned.

**H. EVALUATION AND AWARD**

**Selection Criteria**

- The Consultant's technological understanding of the Scope of Services as evidenced by the quality of the proposal submitted.
- The background and experience of the firm in providing the wide range of services requested.
- The demonstrated effectiveness of the Consultant's proposed service delivery system to ensure quality service and timely completion of services.
- The background, education, qualifications and relevant experience of key personnel to be assigned to this contract, especially those of the day-to-day project manager.
- Appropriately licensed by the State of Connecticut.
- References attesting to the quality of services performed and/or demonstrated ability of the Consultant. Please be advised that the Town will contact references provided.
- Competitiveness of proposed fees and costs, although the Town is not bound to select the Consultant who proposes the lowest fees and costs. The Town reserves the right to negotiate fees with the selected Consultant.

**Selection Procedures**

- Proposals in response to this RFP will be reviewed against the criteria listed above, and award of the contract shall be made in accordance with standard purchasing procedures.
- A Selection team may assist the Purchasing Agent in choosing the successful respondent to provide the requested services.
- Respondents submitting the most responsive proposals may be invited to an interview with a Selection Committee on the date noted.

- The Town intends to enter into a contract with the most responsive and responsible respondent whose proposal is determined to be in the best interest of the Town.

**I. ALTERNATIVES AND EXCEPTIONS**

The Purchasing Agent may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

**J. PROPOSALS**

The Town is not liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee. Respondents shall submit as their proposal the following:

- **ORGANIZATION AND CONTENT**

- 1) Letter of Transmittal

A letter of transmittal addressed to **Mr. Kevin Bova, Purchasing Agent**, which includes a statement by the respondent accepting all terms and conditions and requirements contained in this RFP. The letter should also include a brief discussion of the respondent's background, experience, and ability to perform this contract in accordance with the Scope of Services. Also to be provided is a listing of clients for whom similar services were performed, and the nature of this project.

- 2) Experience

Please provide a detailed written summary of the firm's history and experience and capability in providing the full range of on-call architectural, engineering and construction management services in the State of Connecticut. A minimum of five (5) references are to be provided with all contact information.

- 3) Staff Plan

Identify key personnel whom the firm has designated to work on projects under this contract, their state certifications, their background and experience and their areas and levels of responsibility. Please provide the resumes of all key personnel architects and/or engineers as well as a copy of current professional licenses issued by the State of Connecticut.

- 4) Management Plan

Describe Consultant's management system and how it will function to ensure timely delivery of on-call engineering services.

- 5) Letters of Reference

Consultant must provide a minimum of five (5) letters of reference, addressed to Mr. Kevin Bova, Purchasing Agent, sufficiently detailed to include names, titles, addresses and telephone numbers as to allow the Town to contact these references. Please request that all letters are sufficiently detailed to indicate the type of services performed and deliverables provided. References should be from recent recipients of the Consultant's services (within the past two years).

- 6) Service Plan

Provide a detailed itemized plan of proposed services.

- 7) Services Expected of the Town

Define the nature and scope of all services to be provided by the Town.

8) Fee Proposal (SEALED ENVELOPE)

Respondents are required to submit as their fee proposal an hourly rate schedule to perform all the services outlined in Scope of Services, using the format provided as Exhibit A. The fee proposal must list the hourly rates for all principal architects, engineers, assistant architects and/or engineers, draftsman, technicians, inspectors, other key personnel and clerical workers to be assigned to this contract. Any additional reimbursable costs associated with the performance of these services must be clearly delineated in the fee proposal submitted. The Town reserves the right to negotiate rates with the selected Consultant on a project-by-project basis.

**K. Term of Contract:**

The term of the contract shall be from award date through JUNE 30, 2019 and may be extended for two (2) additional one year periods, subject to availability of funds and upon mutual written consent. The successful Consultant will be expected to commence activity under the contract upon execution of the contract by all parties.

**L. REQUIRED FORMS**

As a condition of doing business with the Town, the successful respondent must be certified by the Town as an Equal Employment Opportunity Employer.

**M. Travel Time:**

Maximum of 20 minutes of travel time each way for staff to and from Trumbull for various meetings, project inspections and/or site visits shall be invoiced to the Town of Trumbull for the various assigned tasks. Any required potential travel time to other cities for meetings (i.e. Hartford, etc) shall be invoiced to Trumbull based on actual time traveled. Actual vehicle miles traveled within Trumbull shall be reimbursed to consultant. Vehicle miles to and from Trumbull will not be reimbursed. Vehicle miles accrued to attend meetings in another Town or City will be reimbursed to Consultant. Meal, and/or hotel expenses will not be reimbursed.

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**RFP: # 6227      DUE:      APRIL 4, 2017 at 2:00PM**

**SCOPE OF SERVICES**

**A. SCOPE OF SERVICES – ON-CALL ARCHITECTURAL SERVICES**

The selected Consultant shall provide comprehensive architectural services including but not limited to building design, building planning, HVAC, plumbing, utilities, site, civil, structural, landscape architecture and geotechnical, for the preparation and support of complete construction drawings, specifications, estimates, contract administration, project inspection, and planning services or studies to assist the Town with the planning, design, and construction of various Architectural related projects,, as required. Additionally the selected firm shall be familiar with meeting State and Local Requirements, State Building Codes, Roofing Systems and Contract and Specification writing.

**B. SCOPE OF SERVICES – ON-CALL ENGINEERING SERVICES**

The selected Consultant shall provide comprehensive Engineering services including but not limited to professional engineering, storm sewer, sanitary sewers, hydrology and hydraulic analysis, surveying, planning, environmental science, construction inspection, landscape architecture, utilities and other related professional services to assist the Town with the planning, design, and construction of various Civil Engineering related projects. Other projects include obtaining potential D.E.E.P. permits. Additionally the selected firm shall be familiar with meeting State and Local Requirements, State Building Codes, Contract and Specification writing.

**C. SCOPE OF SERVICES – ON-CALL STRUCTURAL SERVICES**

The selected Consultant shall provide comprehensive Structural services including but not limited to professional engineering, bridge designs, foundation designs, steel designs, concrete designs, pavement structure, building structure, surveying, planning, construction inspection, utilities and other related professional services to assist the Town with the planning, design, and construction of various structural related projects. Additionally the selected firm shall be familiar with meeting State and Local Requirements, State Building Codes and Contract and Specification writing.

**D. SCOPE OF SERVICES – ON-CALL ENVIRONMENTAL SERVICES**

The selected Consultant shall provide comprehensive Environmental services including but not limited to professional engineering, Water Quality, Gas Monitoring and other requirements at the Trumbull Landfill as pursuant to the Capping-Closure Permit. Other activities include potential applications for D.E.E.P. permits, construction inspection, utilities and other related professional services to assist the Town with the planning,



design, and construction of various environmental related projects. Additionally the selected firm shall be familiar with meeting State and Local Requirements, State Building Codes and Contract and Specification writing.

**E. SCOPE OF SERVICES – ON-CALL GEOTECHNICAL SERVICES**

The selected Consultant shall provide comprehensive Engineering services including but not limited to professional engineering, geotechnical, land surveying, planning, environmental science, construction inspection, utilities and other related professional services to assist the Town with the planning, design, and construction of various Geotechnical Engineering related projects. Other projects include obtaining potential D.E.E.P. permits. Additionally the selected firm shall be familiar with meeting State and Local Requirements, State Building Codes, Contract and Specification writing.

**F. SCOPE OF SERVICES – ON-CALL TRAFFIC ENGINEERING SERVICES**

The selected Consultant shall provide comprehensive Engineering services including but not limited to professional engineering, transportation/ traffic engineering services, land surveying, planning, construction inspection, utilities and other related professional services to assist the Town with the planning, design, and construction of various Traffic Engineering related projects. Additionally the selected firm shall be familiar with meeting State and Local Requirements, State Building Codes, Contract and Specification writing.

**G. SCOPE OF SERVICES – ON-CALL ELECTRICAL CONSULTING SERVICES**

The selected Consultant shall provide comprehensive Electrical Engineering Consulting services including but not limited to electrical design including, new building electrical design, building rehab, electrical design, site lighting, and general design for various Town owned buildings, electrical panel upgrade, etc. and support of complete construction drawings, specifications, estimates, contract administration, project inspection, and planning services or studies to assist the Town with the planning, design, and construction of various Electrical related projects,, as required. Additionally the selected firm shall be familiar with meeting State and Local Requirements, State Building Codes, and Contract and Specification writing.

For each discipline described above,

1. The selected Consultant must have sufficient staff to assure that staff is and will be available to handle several projects simultaneously to assure task continuity, prompt delivery of services and completion of assigned tasks. The selected Consultants must be able to begin work on assigned projects within ten (10) days of notification. The selected Consultant should have on staff at least two (2) individuals at the project manager level who can be available to supervise projects. Staff to support these two individuals should also be identified in the submitted proposal.
2. Projects shall be assigned by the Department of Public Works' designated representative. The selected Consultant and the Department of Public Works' designated representative will negotiate the compensation for each project based on the rate schedule outlined herein. A letter of Amendment will be executed for each project. The selected Consultant will not proceed until notification has been received from the Purchasing Department and an authorization purchase order issued. Prior to purchase order issuance, but after the letter of Amendment is agreed upon

- by the designated representative, approval of the financing by various Boards and Commissions may be required. This funding approval must occur prior to the Consultant commencing work on the project.
3. In addition, the selected Consultant must have the capability to provide the Town with expertise in performing other functions, such as, but not limited to, preparation of permit applications, liaison functions and clerical assistance, architectural and engineering reports, planning studies, design, construction inspection, construction management, testing and survey. It is also understood that the selected Consultant will be required to complete all direct or indirect responsibilities associated with the assigned task so that the intent and desired goal of the Town can be achieved.
  4. Responses to shall include a detailed statement indicating the organizational structure under which the firm proposes to conduct business, any and all anticipated sub-consultants, subcontractors, joint ventures, etc. Additionally, the relationship to any "parent" firm or subsidiary firms of the parties concerned must be clearly defined.
  5. On the rate schedule outlined herein. A letter of Amendment will be executed for each project. The selected Consultant will not proceed until notification has been received from the Purchasing Department and an authorization purchase order issued. Prior to purchase order issuance, but after the letter of Amendment is agreed upon by the designated representative, approval of the financing by various Boards and Commissions may be required. This funding approval must occur prior to the Consultant commencing work on the project

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REFERENCES

*(To be submitted with proposal – attach additional pages as necessary)*

List references for similar services provided for at least five (5) clients in the past five (5) years (attach any other client references if desired). PLEASE NOTE IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.

**CLIENT 1:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_

**CLIENT 2:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_

**CLIENT 3:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_

**CLIENT 4:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_

**CLIENT 5:**

Organization Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Service Dates: \_\_\_\_\_  
Project(s): \_\_\_\_\_

EXHIBIT A

**TOWN OF TRUMBULL  
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**PROPOSED FEE SCHEDULE  
 ARCHITECTURAL SERVICES**

*Only complete rates that apply*

<u>SURVEY</u>	<u>POSITIONS</u>	<u>HOURLY RATE</u>
	PROJECT MANAGER	_____
	LICENSED LAND SURVEYOR	_____
	TWO-MAN SURVEY CREW	_____
	THREE-MAN SURVEY CREW	_____

<u>DESIGN</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
	PRINCIPAL ARCHITECT	_____
	PRINCIPAL PROJECT MANAGER	_____
	PROJECT MANAGER	_____
	PROJECT ARCHITECT	_____
	PROJECT ENGINEERS	_____
	ASSISTANT ARCHITECTS	_____
	ASSISTANT ENGINEERS	_____
	TECHNICIAN	_____
	DRAFTSPERSON	_____
	CLERICAL	_____

<u>CONSTRUCTION ADMINISTRATION</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
	CONSTRUCTION MANAGER	_____
	ASSISTANT MANAGER	_____
	CHIEF INSPECTOR	_____
	INSPECTOR	_____
	DRAFTSPERSON	_____
	CLERICAL	_____

<u>CADD SERVICES*</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
	CADD ENGINEERS	_____
	CADD OPERATOR/TECHNICIAN	_____
	CADD MANAGER	_____

\*CADD services such as plotting, file storage, disk exchange, system interfacing will be handled as direct reimbursable costs. State "Not Applicable" (N/A) where services are not needed.

List additional categories the proposer feels necessary for the Town to completely judge the proposed. (Use additional sheets as necessary)

EXHIBIT B

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**PROPOSED FEE SCHEDULE  
 ENGINEERING SERVICES**

*Only complete rates that apply*

<u>SURVEY</u>	<u>POSITIONS</u>	<u>HOURLY RATE</u>
	PROJECT MANAGER	_____
	LICENSED LAND SURVEYOR	_____
	TWO-MAN SURVEY CREW	_____
	THREE-MAN SURVEY CREW	_____

<u>DESIGN</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
	PRINCIPAL ARCHITECT	_____
	PRINCIPAL PROJECT MANAGER	_____
	PROJECT MANAGER	_____
	PROJECT ARCHITECT	_____
	PROJECT ENGINEERS	_____
	ASSISTANT ARCHITECTS	_____
	ASSISTANT ENGINEERS	_____
	TECHNICIAN	_____
	DRAFTSPERSON	_____
	CLERICAL	_____

<u>CONSTRUCTION ADMINISTRATION</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
	CONSTRUCTION MANAGER	_____
	ASSISTANT MANAGER	_____
	CHIEF INSPECTOR	_____
	INSPECTOR	_____
	DRAFTSPERSON	_____
	CLERICAL	_____

<u>CADD SERVICES*</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
	CADD ENGINEERS	_____
	CADD OPERATOR/TECHNICIAN	_____
	CADD MANAGER	_____

\*CADD services such as plotting, file storage, disk exchange, system interfacing will be handled as direct reimbursable costs. State "Not Applicable" (N/A) where services are not needed.

List additional categories the proposer feels necessary for the Town to completely judge the proposed. (Use additional sheets as necessary)

EXHIBIT C

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**PROPOSED FEE SCHEDULE  
 STRUCTURAL SERVICES**

*Only complete rates that apply*

<u>SURVEY</u>	<u>POSITIONS</u>	<u>HOURLY RATE</u>
	PROJECT MANAGER	_____
	LICENSED LAND SURVEYOR	_____
	TWO-MAN SURVEY CREW	_____
	THREE-MAN SURVEY CREW	_____

<u>DESIGN</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
	PRINCIPAL ARCHITECT	_____
	PRINCIPAL PROJECT MANAGER	_____
	PROJECT MANAGER	_____
	PROJECT ARCHITECT	_____
	PROJECT ENGINEERS	_____
	ASSISTANT ARCHITECTS	_____
	ASSISTANT ENGINEERS	_____
	TECHNICIAN	_____
	DRAFTSPERSON	_____
	CLERICAL	_____

<u>CONSTRUCTION ADMINISTRATION</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
	CONSTRUCTION MANAGER	_____
	ASSISTANT MANAGER	_____
	CHIEF INSPECTOR	_____
	INSPECTOR	_____
	DRAFTSPERSON	_____
	CLERICAL	_____

<u>CADD SERVICES*</u>	<u>POSITION</u>	<u>HOURLY RATE</u>
	CADD ENGINEERS	_____
	CADD OPERATOR/TECHNICIAN	_____
	CADD MANAGER	_____

\*CADD services such as plotting, file storage, disk exchange, system interfacing will be handled as direct reimbursable costs. State "Not Applicable" (N/A) where services are not needed.

List additional categories the proposer feels necessary for the Town to completely judge the proposed. (Use additional sheets as necessary)

EXHIBIT D

**TOWN OF TRUMBULL  
 REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR  
 ON-CALL ARCHITECTURAL SERVICES, ON-CALL ENGINEERING SERVICES,  
 ON-CALL STRUCTURAL SERVICES, ON CALL GEOTECHNICAL, ON CALL TRAFFIC, ON CALL  
 ENVIRONMENTAL SERVICES, And ELECTRICAL ENGINEERING SERVICES**

**RFP: # 6227      DUE:      APRIL 4, 2017 at 2:00PM**

**PROPOSED FEE SCHEDULE  
 GEOTECHNICAL SERVICES**

*Only complete rates that apply*

<b><u>SURVEY</u></b>	<b><u>POSITIONS</u></b>	<b><u>HOURLY RATE</u></b>
	PROJECT MANAGER	_____
	LICENSED LAND SURVEYOR	_____
	TWO-MAN SURVEY CREW	_____
	THREE-MAN SURVEY CREW	_____
<b><u>DESIGN</u></b>	<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	PRINCIPAL ARCHITECT	_____
	PRINCIPAL PROJECT MANAGER	_____
	PROJECT MANAGER	_____
	PROJECT ARCHITECT	_____
	PROJECT ENGINEERS	_____
	ASSISTANT ARCHITECTS	_____
	ASSISTANT ENGINEERS	_____
	TECHNICIAN	_____
	DRAFTSPERSON	_____
	CLERICAL	_____
<b><u>CONSTRUCTION</u></b>	<b><u>ADMINISTRATION POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	CONSTRUCTION MANAGER	_____
	ASSISTANT MANAGER	_____
	CHIEF INSPECTOR	_____
	INSPECTOR	_____
	DRAFTSPERSON	_____
	CLERICAL	_____
<b><u>CADD SERVICES*</u></b>	<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	CADD ENGINEERS	_____
	CADD OPERATOR/TECHNICIAN	_____
	CADD MANAGER	_____

\*CADD services such as plotting, file storage, disk exchange, system interfacing will be handled as direct reimbursable costs. State "Not Applicable" (N/A) where services are not needed.

List additional categories the proposer feels necessary for the Town to completely judge the proposed. (Use additional sheets as necessary)

EXHIBIT E

**TOWN OF TRUMBULL  
 REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR  
 ON-CALL ARCHITECTURAL SERVICES, ON-CALL ENGINEERING SERVICES,  
 ON-CALL STRUCTURAL SERVICES, ON CALL GEOTECHNICAL, ON CALL TRAFFIC, ON CALL  
 ENVIRONMENTAL SERVICES, And ELECTRICAL ENGINEERING SERVICES**

**RFP: # 6227      DUE:      APRIL 4, 2017 at 2:00PM**

**PROPOSED FEE SCHEDULE  
TRAFFIC SERVICES**

*Only complete rates that apply*

<b><u>SURVEY</u></b>	<b><u>POSITIONS</u></b>	<b><u>HOURLY RATE</u></b>
	PROJECT MANAGER	_____
	LICENSED LAND SURVEYOR	_____
	TWO-MAN SURVEY CREW	_____
	THREE-MAN SURVEY CREW	_____
<b><u>DESIGN</u></b>	<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	PRINCIPAL ARCHITECT	_____
	PRINCIPAL PROJECT MANAGER	_____
	PROJECT MANAGER	_____
	PROJECT ARCHITECT	_____
	PROJECT ENGINEERS	_____
	ASSISTANT ARCHITECTS	_____
	ASSISTANT ENGINEERS	_____
	TECHNICIAN	_____
	DRAFTSPERSON	_____
	CLERICAL	_____
<b><u>CONSTRUCTION</u></b>	<b><u>ADMINISTRATION POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	CONSTRUCTION MANAGER	_____
	ASSISTANT MANAGER	_____
	CHIEF INSPECTOR	_____
	INSPECTOR	_____
	DRAFTSPERSON	_____
	CLERICAL	_____
<b><u>CADD SERVICES*</u></b>	<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	CADD ENGINEERS	_____
	CADD OPERATOR/TECHNICIAN	_____
	CADD MANAGER	_____

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List additional categories the proposer feels necessary for the Town to completely judge the proposed. (Use additional sheets as necessary)



EXHIBIT F

**TOWN OF TRUMBULL  
 REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR  
 ON-CALL ARCHITECTURAL SERVICES, ON-CALL ENGINEERING SERVICES,  
 ON-CALL STRUCTURAL SERVICES, ON CALL GEOTECHNICAL, ON CALL TRAFFIC, ON CALL  
 ENVIRONMENTAL SERVICES, And ELECTRICAL ENGINEERING SERVICES**

**RFP: # 6227      DUE:      APRIL 4, 2017 at 2:00PM**

**PROPOSED FEE SCHEDULE  
ENVIRONMENTAL SERVICES**

*Only complete rates that apply*

<b><u>SURVEY</u></b>	<b><u>POSITIONS</u></b>	<b><u>HOURLY RATE</u></b>
	PROJECT MANAGER	_____
	LICENSED LAND SURVEYOR	_____
	TWO-MAN SURVEY CREW	_____
	THREE-MAN SURVEY CREW	_____
<b><u>DESIGN</u></b>	<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	PRINCIPAL ARCHITECT	_____
	PRINCIPAL PROJECT MANAGER	_____
	PROJECT MANAGER	_____
	PROJECT ARCHITECT	_____
	PROJECT ENGINEERS	_____
	ASSISTANT ARCHITECTS	_____
	ASSISTANT ENGINEERS	_____
	TECHNICIAN	_____
	DRAFTSPERSON	_____
	CLERICAL	_____
<b><u>CONSTRUCTION</u></b>	<b><u>ADMINISTRATION POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	CONSTRUCTION MANAGER	_____
	ASSISTANT MANAGER	_____
	CHIEF INSPECTOR	_____
	INSPECTOR	_____
	DRAFTSPERSON	_____
	CLERICAL	_____
<b><u>CADD SERVICES*</u></b>	<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	CADD ENGINEERS	_____
	CADD OPERATOR/TECHNICIAN	_____
	CADD MANAGER	_____

\*CADD services such as plotting, file storage, disk exchange, system interfacing will be handled as direct reimbursable costs. State "Not Applicable" (N/A) where services are not needed.

List additional categories the proposer feels necessary for the Town to completely judge the proposed. (Use additional sheets as necessary)

EXHIBIT G

**TOWN OF TRUMBULL  
 REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR  
 ON-CALL ARCHITECTURAL SERVICES, ON-CALL ENGINEERING SERVICES,  
 ON-CALL STRUCTURAL SERVICES, ON CALL GEOTECHNICAL, ON CALL TRAFFIC, ON CALL  
 ENVIRONMENTAL SERVICES, And ELECTRICAL ENGINEERING SERVICES**

**RFP: # 6227      DUE:      APRIL 4, 2017 at 2:00PM**

**PROPOSED FEE SCHEDULE  
 ELECTRICAL CONSULTING SERVICES**

*Only complete rates that apply*

<b><u>SURVEY</u></b>	<b><u>POSITIONS</u></b>	<b><u>HOURLY RATE</u></b>
	PROJECT MANAGER	_____
	LICENSED LAND SURVEYOR	_____
	TWO-MAN SURVEY CREW	_____
	THREE-MAN SURVEY CREW	_____
<b><u>DESIGN</u></b>	<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	PRINCIPAL ARCHITECT	_____
	PRINCIPAL PROJECT MANAGER	_____
	PROJECT MANAGER	_____
	PROJECT ARCHITECT	_____
	PROJECT ENGINEERS	_____
	ASSISTANT ARCHITECTS	_____
	ASSISTANT ENGINEERS	_____
	TECHNICIAN	_____
	DRAFTSPERSON	_____
	CLERICAL	_____
<b><u>CONSTRUCTION</u></b>	<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
<b><u>ADMINISTRATION</u></b>	CONSTRUCTION MANAGER	_____
	ASSISTANT MANAGER	_____
	CHIEF INSPECTOR	_____
	INSPECTOR	_____
	DRAFTSPERSON	_____
	CLERICAL	_____
<b><u>CADD SERVICES*</u></b>	<b><u>POSITION</u></b>	<b><u>HOURLY RATE</u></b>
	CADD ENGINEERS	_____
	CADD OPERATOR/TECHNICIAN	_____
	CADD MANAGER	_____

\*CADD services such as plotting, file storage, disk exchange, system interfacing will be handled as direct reimbursable costs. State "Not Applicable" (N/A) where services are not needed.

List additional categories the proposer feels necessary for the Town to completely judge the proposed. (Use additional sheets as necessary)

**TOWN OF TRUMBULL  
REQUEST FOR QUALIFICATIONS AND PROPOSAL FOR  
ON-CALL ARCHITECTURAL SERVICES, ON-CALL ENGINEERING SERVICES,  
ON-CALL STRUCTURAL SERVICES, ON CALL ENVIRONMENTAL SERVICES, ON CALL  
GEOTECHNICAL, ON CALL TRAFFIC  
And ELECTRICAL ENGINEERING SERVICES**

**RFP: # 6227      DUE:      APRIL 4, 2017 at 2:00PM**

**SAMPLE OF CONTRACT,**

. The purchasing Agent will send it once we have agreed upon the task/ projects set forth by the Town and that the contractor/ vendor abides by the  
**PROPOSED FEE SCHEDULE**

**TOWN OF TRUMBULL**

**INDEPENDENT CONTRACTOR CONTRACT DOCUMENTS**

WHEREAS, \_\_\_\_\_ (“Hereinafter “Contractor”) wishes to provide certain services to the Town of Trumbull (Hereinafter ‘Town’) as described in Bid # \_\_\_\_\_ dated \_\_\_\_\_, Notice to Bidders, General Instructions to Bidders, General and Special Conditions, Bid Proposal Form, Contractor’s Response to Bid and this Agreement (Hereinafter collectively said documents are referred to as “Contract Documents”) which said Contract Documents are incorporated into and made a part of this Contract Documents.

WHEREAS, the Town wishes \_\_\_\_\_ to provide said services pursuant to the Contract Documents;

NOWTHEREFORE, for good and valuable consideration receipt of which is hereby acknowledged, the Parties agreed to the following addendum:

1. This Contract Documents is for services to be performed as described in the Contract Documents.
  - a. The Contractor shall commence and complete the work as set forth in the RFP and such work shall meet all specifications, requirements, scope of work, terms and conditions contained in the RFP Documents and pet the unit pricing within said RFP Documents.
  - b. The Contractor shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project as described in the Contract Documents. Contractor agrees to abide by all provisions, requirements, standards and specifications included in the RFP whether actual or by reference.

- c. The Contractor shall perform all of the work described in the RFP Documents and the Contractor's sole measurement of payment for said work shall be the sum of the total quantities of the units completed and accepted by the Town multiplied by the corresponding unit price as set forth in the RFP Documents for each respective unit.
- d. The Owner will pay the Contractor in the manner and at such time as set forth in the RFP Documents.
- e. All invoices submitted to the Town will be against a Purchase Order given to \_\_\_\_\_ by the Town.
- f. Contractor acknowledges that the project set forth in the Construction Documents are a Federally and/or State funded project, therefore all aspects of the work, including but not necessarily limited to formats for billing, submittals, testing, change orders, DBE and prevailing wages shall be in accordance with any and all Federal and/or State requirements.

2. Representations and Warranties. Contractor hereby represents and warrants the following to the Town:

(a) Contractor's performance of any and all services pursuant to the Contract Documents shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, orders, rules and/or regulations.

(b) Contractor is authorized and empowered to enter into the Contract Documents, and that the terms and provisions of the Contract Documents are binding upon it and do not conflict with any other Contract Documents, regulation, law or order to which it is a party or by which it is bound.

(c) Contractor's execution and delivery of the Contract Documents and compliance by Contractor with all of the provisions of the Contract Documents: (i) are within Contractor's authority and powers, (ii) will not conflict with or result in any breach of or constitute a default under any resolution, contract, articles of organization or other instrument to which Contractor is a party or by which it may be bound or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency having jurisdiction over Contractor or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of Contractor, so that upon execution by all Parties thereto, the Contract Documents will constitute a valid and binding contract of Contractor enforceable upon Contractor in accordance with its respective terms herein.

(d) To the best of Contractor's information and belief, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against or affecting Contractor in any court or before any governmental authority or tribunal which might materially and adversely affect Contractor's ability to perform its obligations under the Contract Documents.

(e) Contractor shall provide the services as set forth in Exhibit A (i) in a good, professional and workmanlike manner, (ii) so that deadlines agreed between the Town and the Contractor are strictly adhered to, (iii) so that at all times the Contractor shall be qualified and professionally competent to carry out said services and

(iv) so that at all times the Contractor possess all licenses and/or certifications required to perform said services.

(f) Contractor and its subcontractors, officers, employees, agents or representatives are duly qualified, capable, and experienced to perform the services set forth herein.

(g) Contractor(i) is not in receivership or contemplating same, (ii) has not filed for bankruptcy, and (iii) is not currently delinquent with respect to payment of property taxes in any state.

(h) Contractor further warrants to the truth and accuracy of all representations in this Contract Documents.

3. Compliance and Reliance. In connection with Contractor's representations, warranties and covenants set forth hereinabove; the Town reserves the right to perform reasonable periodic monitoring (including on-site monitoring) of Contractor's compliance with the terms of the Contract Documents and the adequacy and timeliness of Contractor's performance hereunder. Contractor expressly acknowledges that the Town has relied on Contractor's representations, warranties and covenants concerning its subcontractors, officers, employees, agents or representatives who will be performing the services per the Contract Documents, including, without limitation, their experience and qualifications, and that if any other person is to replace any such subcontractor, officer, employee, agent or representative, such person shall have equivalent qualifications and experience. Contractor agrees to and shall provide the Town with such information regarding the qualifications of its subcontractors and staff, including professionals and others, as is reasonably required by the Town to verify that present and subsequent activities and services are being rendered by competent and trained personnel.

4. Conditions

(a) Contractor shall comply with all federal, state and local laws, statutes, regulations, ordinances, regulations and rules in connection with the services set forth within the Contract Documents.

(b) Contractor's satisfactory compliance with all conditions as set forth in this subsection and throughout the Contract Documents shall be determined in the sole and absolute discretion of the Department Head for whom services are provided, or the First Selectman if applicable. Contractor's acknowledges that satisfactory compliance as set forth in this subsection shall in no way limit, or act as a waiver on behalf of the Town, of Contractor's requirement to provide the work in a good, professional and workmanlike manner.

(c) Contractor shall cause all its employees, agents, representatives and subcontractors to abide by all conditions set forth herein and rules and regulations prescribed by the Town governing all of the Contractor's operations.

5. Insurance. The Contractor, at its sole cost and expense, shall obtain and maintain continuously at all times its occupies and uses the premises pursuant to this Addendum insurance naming the Town as an additional insured with a carrier licensed to do business in the State of Connecticut and meeting the minimum coverage limits and other requirements set forth in the Contract Documents.

6. Indemnity and Hold Harmless.

(a) Contractor shall indemnify, defend, save and hold harmless the Town, including but not limited to, its elected officials and officers, employees, representatives and agents (collectively, the "Municipal Indemnified Parties") from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' and consultants' fees, and will defend the Municipal Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person or persons, or loss or damage to property arising out of (i) Contractor's performance or non-performance of its obligations under the Contract Documents, (ii) the breach of any obligation of Contractor contained in the Contract Documents or (iii) any misrepresentation or breach of warranty by Contractor contained in the Contract Documents. Notwithstanding anything herein to the contrary, Contractor shall not, however, be required to reimburse or indemnify any Municipal Indemnified Party for loss or claim arising out of the willful misconduct, recklessness, or negligence of such Municipal Indemnified Party, and the Municipal Indemnified Party whose willful misconduct, recklessness, or negligence is adjudged by a court of competent jurisdiction to have caused such loss or claim will reimburse the Contractor (without duplication) for the costs of defending any suit as required above.

(b) A Municipal Indemnified Party shall promptly notify Contractor of the assertion of any claim against it for which it may be entitled to be indemnified hereunder, shall give Contractor the opportunity to defend such claim with legal counsel reasonably acceptable to such Municipal Indemnified Party, and Contractor shall not settle such claim without the approval of the Municipal Indemnified Party, which approval shall not be unreasonably withheld. In addition to such legal counsel retained by Contractor, a Municipal Indemnified Party shall have the right to employ separate counsel in response to the assertion of any claim against it for which it may be entitled to indemnification hereunder, but the fees and expenses of such counsel shall be paid by the Municipal Indemnified Party.

(c) In claims against any Municipal Indemnified Party by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not

be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(d) The foregoing indemnification provisions are for the protection of the Municipal Indemnified Parties only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive the expiration or earlier termination of the Contract Documents.

7. Independent Contractor. Nothing contained in the Contract Documents is intended to create or establish, or shall be construed as creating or establishing the relationship of employer/employee or as constituting Contractor as the agent or representative of the Town for any purpose, or in any manner whatsoever. Contractor shall act hereunder as an independent contractor. Contractor shall be responsible for his own federal and state income, social security and unemployment taxes and shall not be eligible to participate in any retirement, medical, health, disability or other plan or arrangement sponsored by the Town. Contractor shall remain liable for all work or actions performed by its subcontractors, employees, and agents in the provision of activities and services to be performed pursuant to the Contract documents. and the Town shall not be liable for the payment of any wages, materials or other expenses of any subcontractor, employee and/or agent of Contractor. Contractor agrees and hereby shall indemnify, defend, save and hold harmless the Town from any such claims; provided, however, that no portions of the Contract Documents activities and/or services may be subcontracted to an entity that is not a subsidiary or affiliate of Contractor in the first instance unless: (1) the Town shall give prior written approval to such subcontract in writing, which approval shall not be unreasonably withheld; (2) any document incorporated into any such subcontract shall be approved as to form and legality by the Town; (3) all of the terms, covenants, conditions and provisions of the Contract Documents shall have been incorporated in such subcontract, and the subcontractor shall have agreed in writing to assume, perform and be bound by all of the terms, covenants, conditions and provisions of the Contract Documents, including, without limitation, the representations as to its expertise set forth in the Contract Documents. In the event of Contractor default, the Town, at its option, shall be granted an assignment of the duties and obligations of the subcontractors to perform the Contract Documents activities and services.

8. Default. Any of the following occurrences shall be deemed a default by the Contractor pursuant to the Contract Documents: (i) failure of the Contractor to perform or meet any of its duties or obligations pursuant to the Contract Documents; and/or (ii) failure of Contractor observe any of the covenants, conditions, representations or contracts required on the part of the Contractor pursuant to the Contract Documents; and/or (iii) if Contractor makes general assignment of the Contract Documents for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any

bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) calendar days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) calendar days or more.

9. Force Majeure. If either Party shall be unable to carry out any part of its obligations under the Contract Documents due to causes beyond its control ("Force Majeure"), including but not limited to an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments, agencies, or officials, or any other civil governmental, transportation delays, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, the Contract Documents shall be voidable at the option of the party unable to carry out any part of its obligations under the Contract Documents due to such causes.

10. Termination. This Contract Documents shall terminate upon the occurrence of any of the following events: (i) upon mutual written consent of both the Contractor and the Town, (ii) upon the Town's unilateral determination that the Contractor failed to properly perform under the terms of the Contract Documents, which such failure shall be determined at the sole and absolute discretion of the Town, (iii) upon Town's unilateral determination that it is dissatisfied with the Contractor's character, reputation or performance, which determination shall be made at the sole and absolute discretion of the Town. Termination of the Contract Documents or termination of services shall not affect the provisions under Sections 6, 11, 12 and 13, which shall survive any termination.

11. Confidentiality. The Contractor acknowledges and agrees that all information provided to Contractor by the Town constitutes confidential information ("Confidential Information"), and that the Contractor shall not use, copy or disclose any such Confidential information, unless such use, copying or disclosure is necessary to accomplish Contractor's duties hereunder. This provision shall survive termination pursuant to Paragraph 10 and/or the duration of the Contract Documents.

12. Choice of Law. This Contract Documents shall be interpreted pursuant to laws of the State of Connecticut.

13. Entire Contract Documents. The Contract Documents represents the entire integrated Contract Documents between the Parties, and supersedes all prior



negotiations, representations or agreements, either written or oral, between the Parties. The Contract Documents shall be amended only by written instrument signed by all parties hereto with the formality necessary as prescribed by the Town. If any provision of the Contract Documents is held to be invalid under applicable law, the remaining provisions shall remain in full force and effect. The Contract Documents shall be binding upon the Contractor and its respective heirs, administrators, successors and/or assigns.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Town of Trumbull

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its: