

CITY OF SHELTON

RFQ BID # 2023-39

**Rehabilitation of 65 Tuckahoe Drive, Shelton, CT**

Sealed Bids (**one original, two copies**) must be delivered and received at the Office of the Purchasing Agent, Room 200-B, 54 Hill Street, Shelton, CT 06484 **BEFORE 11:00 AM LOCAL TIME on May 11, 2023** and publicly opened and read aloud at 11:30 A.M. on May 11, 2023 in room 200-B City Hall, Shelton, CT.

There is a **MANDATORY PRE-BID WALK THROUGH** meeting of the subject property on **May 4, 2023 at 11:00 AM**, sharp. Plan accordingly.

All questions must be submitted in writing via email to Elizabeth Saint John at:  
[e.saintjohn@cityofshelton.org](mailto:e.saintjohn@cityofshelton.org)

**\*\*\*\*\* It is the VENDOR's responsibility to view the City of Shelton Website DAILY, up to date of bid opening, to check for any additional bid information added to the site needed for your bid submission (such as addenda). \*\*\*\*\***

The Purchasing Department at Shelton City Hall is **Closed on Mondays**.

City of Shelton is an Affirmative Action / Equal Opportunity Employer

Paul Hiller, Finance Director  
(203) 924-1555 x 1304  
Email Enquiries: [e.saintjohn@cityofshelton.org](mailto:e.saintjohn@cityofshelton.org)

April 26, 2023



**City of Shelton**  
Purchasing Department  
54 Hill Street  
Shelton, CT 06484  
Invitation to Bid # 2023-39

Sealed bids will be received by the Purchasing Agent at the City of Shelton Purchasing Department, Second Floor, City Hall, 54 Hill Street, Shelton, Connecticut 06484, up to:

**11:00 AM on 5/11/23**

To provide labor, materials, equipment and all else necessary for Rehabilitation of 65 Tuckahoe Drive, Shelton, CT to the City of Shelton, CT 06484, based on the attached specifications.

Notes:

1. Proposals are to be submitted in a sealed envelope and clearly marked "Bid # 2023-39" and Rehabilitation of 65 Tuckahoe Drive, Shelton, CT on the outside of the envelope, including all outer packaging, such as DHL, FedEx, UPS, etc.
2. One original of the bid must be submitted; additional copies may be requested in the specifications.
3. It is the sole responsibility of the bidder to see that the bid is received by the City of Shelton Purchasing Department prior to the time and date noted above. Bids are not to be submitted via email or fax.
4. Bids may not be submitted with plastic binders or covers, nor may the bid contain any plastic inserts or pages.
5. The bid opening will be in room 200-B of Shelton City Hall at 11:30 AM on 5/11/23 and will comply with Covid-19 restrictions in place at the time.
6. The City of Shelton is an Affirmative Action / Equal Opportunity Employer.

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Paul Hiller, Director of Finance  
City of Shelton



City of Shelton  
Purchasing Department  
54 Hill Street  
Shelton, Connecticut 06484

### Requirements For All Bids, Requests for Proposal, and Requests for Qualifications

Please refer to this document when preparing and submitting a bid, proposal, or statement of qualifications to the City of Shelton.

- Number of Copies: Submit one original and one copy of all documents, unless additional copies are requested. The original bid must include the notarized non-collusion statement; copy(s) must include the same form.
- Non-collusion Form: This form must be notarized and accompany all submittals; failure to include the non-collusion form may result in rejection of the bid.
- Bid Proposal Form / Pricing: All bid prices must be valid for no less than ninety (90) days from the bid opening date, bid extension date, or clarification of contracts.
- Bonding: The City requires a five percent (5%) bid bond for construction projects to be submitted with the bid. Connecticut Statute 49041 requires any construction contract exceeding \$100,000.00 for public work shall furnish to the City a payment bond in the amount of the contract, which shall be binding upon the award of contract, with the surety or sureties satisfactory to the City, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract.
- Tax Bonds: All non-resident construction contractors are required to post a Guaranty Bond (form AU-766) or Cash Bond (form AU-72) in the amount required by the State of Connecticut. This bond will secure payment for applicable taxes payable to the State with regard to the project.
- Insurance: The successful contractor shall be required to furnish a Certificate of Insurance acceptable to the City, naming the City as an additional insured; please note bid title on all insurance forms.
- Prevailing Wage: Under the Davis-Bacon Act, for construction projects for public works, a prevailing wage schedule must be part of any and all specifications. Construction projects that are considered remodeling, refurbishing, rehabilitation, alteration or repair(s) whose value exceeds \$100,000.00 must provide prevailing wage schedule with all specifications. This is also true when new construction is greater than \$400,000.00. For questions on prevailing wage requirements, visit the State Department of Labor website <https://www.ctdol.state.ct.us/>
- Waiver or Rejection of Bids: The City Board of Aldermen and/or Board of Education reserve the right to reject any and all bids in whole or in part, or to waive any informality or technicalities, said proposals; or to accept any proposal or part thereof deemed to be in the best interest of the City of Shelton. Please be advised that no work or supply of goods and/or services may begin without a signed purchase order or agreement, which are **the City's legal documents** awarding the work and official notice to proceed. The City will not be responsible for any work, goods or services provided in advance of issuance of a signed purchase order or agreement.
- Requirements of a specific bid may supersede the above.

The City of Shelton (“City”) is seeking competitive bids / requesting proposals (RFP)/ requesting qualifications / (RFQ) for Rehabilitation of 65 Tuckahoe Drive, Shelton, CT

#### **Addenda / Requests for Information (RFI)**

Addenda concerning important information and/or addenda and/or modifications to specifications will be posted to the City of Shelton website at <http://cityofshelton.org/purchasing/> It is each Bidder’s sole responsibility to monitor the above website for all updated information; addenda will not be mailed, e-mailed or faxed out. Questions concerning this specifications and bidding procedures are to be submitted in writing to Elizabeth Saint John, Purchasing Department, [e.saintjohn@cityofshelton.org](mailto:e.saintjohn@cityofshelton.org). Written requests for information will not be accepted after 10:00 AM on 5/8/23. Verbal requests for information will not be accepted. Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions. A response in the form of an addendum will be posted to the City’s website on or about 5/9/23; it is the bidder’s sole responsibility to monitor the website for updated information about this bid.

Any contact about this bid between a Bidder and any other City official and/or department manager and/or City of Shelton employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person, or in any other manner other than specified above.

#### **Requirements**

Any sizes or estimates of quantities as shown on drawings or stated herein are approximate and are not guaranteed in any respect. The City reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.

Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete the project.

The City of Shelton reserves the right to award the bid with multiple items:

- To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- And may add, subtract, or delete any item and/or quantity as deemed in the best interest of the City.

The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the site.

### **Scope of Work / Specifications**

See enclosed Project manual for scope of work and project specifications.

### **Bid Requirements**

If necessary: Please provide the following information with your bid:

Qualifications and relevant licenses

Experience: List of past projects

Client list: List all clients within past 5 years, including names and contact information

Personnel Qualifications and Resumes

Insurance Requirements: COI with proof of liability insurance and Work Comp Insurance.

Experience Modification Rating: The bidder's Workers Compensation Experience Modification Rating (EMR) must be 1.0 or lower. Bidders with an EMR higher than 1.0 are permitted to submit a bid for this project, however, the City of Shelton reserves the right to reject any or all bids from bidders with an EMR higher than 1.0. The 1.0 EMR limitation also applies to all lower tier trade subcontractors for this project.

### **Award Criteria**

Unless stated otherwise, the City intends to award the contract for a one year term to the lowest responsible firm meeting the City's specifications, based on the combination of fee, experience, qualifications, and demonstrated ability to perform the work safely and in conformance with all applicable laws and regulations. The City reserves the right to reject any and all bids, or to waive any informality to technicalities of proposals, or to accept any proposal deemed to be in the best interest of the City of Shelton.

The agreement may not be assigned, transferred or sublet in any manner or portion without the specific prior knowledge and consent to do so by the City. The agreement may not be assigned, transferred or sublet in any manner or portion without the specific prior knowledge and consent to do so by the City.



**City of Shelton  
Purchasing Department  
54 Hill Street  
Shelton, Connecticut 06484**

**Suspension and Debarment:**

The City of Shelton ("City") will not enter into contracts with parties that have been debarred, suspended or excluded from Federal assistance programs per 2 CFR Part 180 and Part 1532 and 40 CFR Part 31.35.

Further, the bidder is required to verify that the bidder, or its principals, as defined at 49 CFR 19.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.40 and 29.945.

The bidder is required to comply with 49CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by the City if it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



NON-COLLUSION AFFIDAVIT

CITY OF SHELTON  
54 HILL STREET  
SHELTON, CT 06484

State of ( \_\_\_\_\_ ):

County of ( \_\_\_\_\_ ):

I state that I am the \_\_\_\_\_ of \_\_\_\_\_  
(title) (name of firm)

And that I am authorized to make this affidavit on behalf of my firm, its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

- (1) The price and amount on this proposal has been arrived at independently and without consultation, communication, or agreement with any other bidder/proposer.
- (2) Neither the price(s) nor the amount of this proposal and approximate price(s) nor approximate amount of this proposal has been disclosed to any other firm or person who is a bidder/proposer and that no disclosure of these items will be made prior to proposal openings.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally higher or non-competitive proposal.
- (4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or for any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Shelton, owner, or any person interested in the proposed Contract.
- (5) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other non-competitive proposal.
- (6) I state that \_\_\_\_\_ understands and  
(name of firm)

acknowledges that all representations of this affidavit are material and important, and will be relied on by the City of Shelton in awarding a contract for which this is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Shelton of the true facts relating to the submission of proposals/bids for this contract.

\_\_\_\_\_  
Signature of Bidder / Proposer

Sworn to and subscribed before this \_\_\_\_\_ date of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(Notary Public) My Commission Expires \_\_\_\_\_

Bid Submission Label

Instructions:

- Detach this form at dotted line below
- Complete the form (bid # required)
- Attach form to **OUTSIDE** of your bid package

ALL ENVELOPES, BOXES, UPS, FED-X PACKAGES ARE TO BE SUBMITTED WITH THIS LABEL  
SUBMIT BID PACKET IN DULICATE, UNLESS SPECIFICATIONS REQUEST MORE  
TAPE LABEL & PLACE ON ALL BID SUBMISSIONS TO THE CITY

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**CITY OF SHELTON BID SUBMISSION**

Name of Bidding Company	Bid-Re-Bid/RFQ#	# of Package(s)
_____	_____	# ___ of ___ Package(s)

Address of Company Bidding	Phone #	Contact Person (Print)
_____	_____	_____

Email address: \_\_\_\_\_

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**CITY OF SHELTON**  
**Small Cities Housing Rehab Program**  
**Sponsored in Conjunction with Funding from Connecticut's**  
**Department of Economic and Community Development**

**PROJECT MANUAL**

**For Rehabilitation Work to**

**Lorna Zaleha Residence**  
**65 Tuckahoe Drive**  
**Shelton, Connecticut 06484**

- **Part 1: Invitation to Bid**
- **Part 2: General Conditions**
- **Part 3: Scope of Work**
- **Part 4: Property Owner Verification/Bid Proposal**
- **Part 5: Right of Rescission and Homeowner's Letter**
- **Regarding Notice to Proceed**
- **Part 6: Specifications**

**PROGRAM COORDINATORS**

**Paul J. Grimmer**  
**Grant Administration**

**Aleta Miner**  
**Project Administrator**

**Thomas Foley**  
**Rehabilitation Specialist**

**Date: April 27, 2023**

**Project SH-2023-02**  
**Bid # 2023-39**

**PART 1: INVITATION TO BID**

April 27, 2023  
Project # SH-2023-02  
**RFP Bid # 2023-39**

Project Address:  
65 Tuckahoe Drive  
Shelton, CT 06484

All bids are to be sealed, no emails or faxes, and are due at City Hall, Attention: Elizabeth Saint John, Purchasing Department, City of Shelton, 54 Hill Street, Shelton, CT 06484 by 11:00 AM no later on Thursday, May 11, 2023. They will be opened and read aloud starting by 11:30 AM that same day. Provide proposals in a sealed manila envelope with Project #SH-2023-02, RFP Bid #2023-39, and project address clearly using return label provided within and placed on the exterior.

All proposals must include one original and one copy.

Proposals to include the Invitation to Bid (one page) and the Bid Proposal Form (six pages) clearly and completely filled out. The proposals are to:

- Include Notarized Non-Collusion Affidavit.
- Attach addenda if applicable.
- Attach and complete bid envelope label.

A mandatory site walk/pre-bid will be held Thursday, May 4, 2023, at the following location and time:

11:00 AM  
65 Tuckahoe Drive  
Shelton, CT 06484

Note: Late arrivals to the pre-bid meeting will not be permitted entry.

**The City of Shelton is an Affirmative Action/Equal Opportunity Employer Section 3 and WBE/MBE/SBE are encouraged to reply.**

## **PART 2: GENERAL CONDITIONS**

**OWNER: Lorna Zaleha**  
**ADDRESS: 65 Tuckahoe Drive**  
**Shelton, CT 06484**

**PROJECT #SH-2023-02**  
**Bid # 2023-39**

1. The purpose of this HUD and DECD sponsored 0% interest deferred loan housing rehabilitation program is to make good faith efforts to assist qualified low-and moderate-income property owners in making their properties safe, decent, and affordable. Eligible repairs include code, health and safety compliance modifications, including but not limited to building envelope and energy efficiency upgrades. General property improvements should be limited to 15% of the rehabilitation loan amount. Luxury items are not permitted.
2. Please note that this housing rehabilitation program is pragmatic rather than ideal. Product and workmanship expectations are median rather than ideal; resources are limited, and homeowners are required to cooperate in the goals of the housing rehabilitation specialist and contractor which include reasonable and cost-effective use of time and resources. Homeowners who are unable to work effectively with the contractor and housing rehabilitation specialist within reasonable time and dollar limits risk dismissal from the program prior to contract signing and contract non-compliance post contract signing. In the event of contractor cancellation due to homeowner non-compliance, contractor is entitled to reimbursement for permit cost and cost of materials and associated labor for completed tasks. Management or coordination or profit and overhead are not reimbursable. Costs will be mediated by the rehab specialist.
3. In the event that the homeowner is dissatisfied with the work performed although the work has been completed to industry standards, approved by the local municipality's code enforcement officials and approved by the rehabilitation specialist, the homeowner's approval will be overridden, full payment will be issued to the contractor and the project will be officially closed.
4. The owner is responsible for removal or relocation from the respective work areas the following, including but not necessarily limited to: personal belongings, window treatments, small furniture, fixtures, area carpets, interior and exterior plants. The contractor will be responsible for covering and protecting large furniture unable to be removed from the respective work areas.
5. The Contractor, unless otherwise specified, shall provide all labor, materials, tools, equipment, and related items required for the erection and completion of all work indicated in this project manual and as may be inferred, implied or otherwise necessary for the proper execution of the work.
6. The Contractor shall pay all necessary taxes, fees, and permits necessary to complete all of his work as detailed on the attached scope of work.
7. The premises herein shall be occupied during the course of the construction work.

8. All rehabilitation, alterations, repairs, or extensions shall be in compliance with all applicable codes of the Municipality, HUD requirements or compliance with the latest edition of the International Building Code, which ever applies and is the strictest. All electrical, heating, and plumbing work shall comply with the rules and regulations of the National, State and Local Codes. Before commencing work, contractors and/or subcontractors shall obtain all necessary permits.
9. The Contractor certifies that he has familiarized himself with the requirements of the specifications and plans and understands the extent and character of the work to be done, and inspected the premises and given his full attention to any and all areas with which he might become specifically involved. He must familiarize himself with all conditions relating to and affecting his work and bid.
10. The selected Contractor must, prior to contract signing, supply the Municipality and the Owner with the original certificates of insurance for workers compensation insurance and general liability insurance with a broad form contractual endorsement with minimum limits of one million (\$1,000,000.00) dollars per occurrence for bodily injury and five hundred thousand (\$500,000.00) dollars per occurrence for property damage and Auto Liability insurance in accordance with State law. The Contractor shall indemnify and save and hold harmless the Owner and the Municipality under these policies, which shall list the Municipality, its agents and the Owner as additional insured.
11. The Shelton Economic Development Corporation (hereinafter referred to as the "Consultant") must be notified prior to start of work of any subcontractor to be paid for work on the job who is different from the subcontractor identified in original bid proposal.
12. The Contractor agrees that all services offered by the Municipality through the Consultant, which may affect the Contractor, are offered by the Municipality in order to assist in the project implementation and the necessary program compliance. The Contractor agrees to, upon review and acceptance of such services provided, indemnify, defend, save and hold harmless the Municipality and Consultant, their officers, agents and employees from whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Consultant which shall arise out of or result from Consultant's performance in good faith of services pursuant to the Professional Services Contract. The Contractor agrees that the Consultant shall not be liable to the Contractor, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to the Professional Services Contract.
13. Working times for the project shall be Monday through Friday 8 am to 5 pm (EST). Contractors must request permission from owner and be in compliance with local municipal ordinances prior to working longer hours or weekends.
14. All materials shall be new and of acceptable quality. The Contractor shall submit proof of purchase of warrantee items at closeout. The property Owner shall select all colors, models, etc. as per scope of work. All materials and work must be applied in accordance with the applicable manufacturer's latest instructions and specifications, and in accordance with Federal prohibitions against the use of lead paint.

15. All manufacturers' warranties are to be extended to the property Owner free and clear of all liens. Unless otherwise specified, all labor, material, and workmanship provided by the Contractor shall be guaranteed by the Contractor, including that of subcontractors, for a one (1) year period from the date of the Final Payment. This guarantee shall be in addition to and not in limitation of, in lieu of, or modify and other guarantee that is due the property Owner from any manufacturer.
16. The Contractor shall repair or replace all work, materials and equipment which are found to be defective during construction and the guarantee period. Repair shall include all damage to surrounding work caused by the failure and/or necessary for the repair or replacement of the defect. All repairs and replacements shall be performed at no additional expense to the Owner and shall be completed promptly after the Contractor receives notice of the defect.
17. The Contractor shall take all necessary measures and precautions to protect the surroundings from damage occurring due to performance of the work. All areas and surfaces of the existing building which are affected by the execution of the new work (removals, demolition, repairs etc.) shall be patched and restored to either match the existing adjacent conditions or to match the new work, whichever is applicable. If such damage occurs it will be repaired by the Contractor at no cost to the Owner. Contractor shall provide all temporary shoring, bracing and other construction (interior and exterior) required to perform the work of this contract.
18. The Contractor shall dispose of all debris and remove all material resulting from his work in accordance with local and State law. The Contractor shall police and maintain a clean and safe job site daily. He shall reinstall accessories taken down and clean up all scrap around the project and remove fingerprints. All on-site maintenance relating to the performance of the work shall be the responsibility of the Contractor until the Certificate of Completion is issued. The project shall be maintained in a habitable and safe condition daily if the project is to remain occupied.
19. Materials and products not otherwise specified in these documents shall be to match building standards and existing conditions, provided such items are in compliance with all applicable codes. Such codes set the minimum standards to be achieved.
20. All work shall be neat and accurate and done in a manner in accordance with customary trade practices. **The Contractor, at a minimum, shall leave the premises broom clean and orderly after each working day and shall keep the premises free from accumulation of materials and rubbish by disposing of such debris in an onsite disposal container or removed by vehicle in accordance with all applicable state and local regulations.** At the completion of the project the Contractor shall remove all excess materials from the site. Any surplus material agreed to be left for the owner shall be stored neatly by the contractor in a location directed by the owner free from weather, spoilage or pilferage.
21. The Contractor shall coordinate any work which interfaces with other Contractors or with the operations of the Owner. The Contractor shall take all necessary precautions to prevent fire, bodily injury, damage to property and any other calamities that may arise which pose a threat to life, limb property.

22. The Contractor shall not make any changes to the scope of work unless a change order is processed and fully executed by the property Owner and the Program.
23. The owner is responsible for removal or relocation from the respective work areas of the following but not necessarily limited to; personal belongings, window treatments, small furniture, fixtures, area carpets, interior and exterior plants. The contractor will be responsible for covering and protecting large furniture unable to be removed from the respective work areas.
24. The Owner may cancel this contract within three days of signing and not be liable to the Contractor or the Municipality. Should the Owner opt to cancel they must sign and send the attached cancellation notice, see Attachment A, to the Contractor, otherwise the Owner shall issue a Notice to Proceed authorizing the contractor to commence with the proposed improvements.
25. The Contractor shall commence work under this contract within 15 days of the date of the notice to proceed and complete work within **45** days of the notice to proceed.
26. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate Contractor employed by the Owner, or by changes ordered in the work or by labor disputes, fire, unusual delay in delivery of materials, transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any other cause which justifies the delay, the contract time shall be extended by Change Order for such reasonable time as may be agreed upon by all parties. It shall be the responsibility of the Contractor to request and document in writing such extensions within three (3) calendar days.
27. In the event that the Contractor does not commence or pursue the work as hereinafter stated, then the Owner shall have the right to terminate this agreement and to hire a successor Contractor to perform the work. Any such termination shall be by certified mail to the address noted in this agreement, and shall be effective as of the date of mailing. Payments by the Owner in the event of termination shall be as follows:
28. The successor Contractor shall first be paid and then the terminated Contractor. Payments to the terminated Contractor shall be limited both as to those funds remaining after payment to the successor Contractor but shall not exceed the value of the work actually performed by the terminated Contractor. Further, should the total cost for work performed under this contract exceed the amount stated in this agreement due to the Contractor's termination, then the Owner shall have a cause of action against the terminated Contractor for any such additional cost.
29. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall, thereupon, have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all unfinished work required by the Contractor under this Contract shall, at the option of the Owner, be completed or not.

30. The Contractor may request a maximum of 1 progress payment as work is completed in accordance with the attached specifications. The request shall be in the form of an itemized bill for that portion of work completed by the Contractor. All requests for payment shall be accompanied by a fully executed Lien Waiver, on a form provided by the Program. Final payment is contingent upon the receipt of a signature of the respective inspector for which each permit was issued. The Contractor shall be responsible for obtaining the signatures and presenting them upon final payment. No final payment shall be made until the project has been shown to be free of all liens and restriction and all guarantees from the Contractor and from manufacturers, as they apply to the work, are presented to and accepted by the Owner.
31. All claims or disputes between the Owner and Contractor arising out of or related to the work shall be resolved in accordance with Construction industry arbitration rules of the American Arbitration Association (AAA), unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to AAA. Notice of the demand for arbitration shall be filed in writing, with a copy to the other party to this Construction Agreement, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Owner, the arbitrator may award costs and attorney's fees in favor of the Owner. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney's fees in favor of the Contractor.

It is understood and agreed by the parties hereto that neither party will institute any form of legal action, including, but not limited to, attaching the assets of the other party, unless and until it has made a good faith attempt to have the dispute resolved in accordance with the provisions of this Section. Noncompliance with the condition's precedent constitutes a waiver of the right to assert said claim.

32. Section 3 of the Housing and Urban Development Act of 1968 applies to this contract if the amount of HUD assistance exceeds \$200,000 or the contract or subcontract exceeds \$100,000. The Contractor shall, to the maximum extent feasible, provide opportunities for training and employment in connection with this contract to low-income persons residing in the PMSA relevant to the project location. Where the preceding applies, contractors must comply with the following Section 3 Clause:
- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1791u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract

certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set for the minimum number and job titles subject to hire, availability of apprenticeship for training positions, the qualifications for each; and the name of apprenticeship and training positions, the qualifications for each; and the anticipated date the work shall begin.
  - D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violations of the regulations in 24 CFR part 135.
  - E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under CFR part 135.
  - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
33. The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, or mental or physical disability during the performance of this agreement. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, without regard to their race, color, creed, religion, sex, sexual preference, national origin or mental or physical disability. This provision will be inserted in all subcontracts, if any, for work covered by this agreement.

#### 34. Equal Employment Opportunity (EEO) Clause

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure



that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
35. In the event of the Contractor's noncompliance with this equal opportunity clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Presidential Executive Order 11246, or by rule, regulations, or order of the Secretary of Labor or as provided by law.

36. The following applies to all contracts of \$10,000,000.00 or more: SECTION 402 VETERANS OF THE VIETNAM ERA. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
37. No officer, employee or member of the Governing Body of the Municipality shall have any financial interest, direct or indirect, in this contract or the proceeds of this loan.
38. The Owner and/or Municipality retains the right to reject any or all bids or any part of any bid in part or in whole if deemed to be in the best interest of the Owner and/or Municipality.
39. Substitutions of materials from that specified are only allowed on an approved/equal basis. The Contractor must submit written documentation of the substitute item or material for approval by the Owner and Program prior to making such substitution. Any items or material substituted by the Contractor without prior written approval of the Owner and Program will at the Contractor's expense be replaced if it is determined not to be equal to the item or material specified. Any surrounding, adjoining, or dependent items affected by replacement of the unequal substituted material shall also be replaced, reworked, and reinstalled at no cost to the Owner.
40. Bids shall contain prices for general categories of work and/or items as specified on the attached sheets. In the event of a discrepancy between prices listed in the specifications and those on the cost summary sheet, the prices listed on the specification for that section shall prevail. In the case of a mathematical error by the Contractor, the correct sum of the individual line items in the specifications (not in the cost summary) shall be the Contractor's bid.
41. All bids shall remain in effect for thirty (30) calendar days.
42. The Owner will supply all necessary power required by the Contractor at no additional cost to complete his work. Power shall be limited to the use of existing outlets and shall not exceed the existing capacity of the system. Power required over the capacity of the existing electrical system shall be the responsibility of the Contractor. Heating during construction shall be supplied by the Owner.
43. The Consultant hereby states that she has no knowledge of any possible existence of asbestos at this site and that she cannot and will not be held liable for any unseen or unknown asbestos related conditions that may arise during the work. If such conditions should be discovered, the Contractor shall stop all work immediately and notify the Owner of such. The Owner shall be responsible for

making arrangements for the safe and legal removal of asbestos as required. The Contractor shall not be expected to resume work until such removals are affected in as safe and legal manner.

#### 44. OTHER PROVISIONS – LEAD BASED PAINT

Any and all rehabilitation work under this Agreement will comply with the requirements of the Federal Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

The construction or rehabilitation of residential structures with assistance provided under this contract is subject to the final regulations "Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally owned Residential Property and Housing Receiving Federal Assistance." The regulation is at 24 CFR part 35. It implements sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X, of the Housing and Community Development Act of 1992. Sections 1012 and 1013 amend the Lead-Based Paint Poisoning Prevention Act of 1971.

Beginning April 22, 2010, the Contractor is required to have a certificate from a 6-hour EPA/HUD RRP lead remediation course.

45. The Contractor shall comply with the provisions of the immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Municipality, its agents, including Signal Rock Consulting and the Homeowner harmless for the failure to comply with the provisions of said Act.

## **PART 3 - SCOPE OF WORK**

Zaleha Residence  
65 Tuckahoe Drive  
Shelton CT 06484

Project #SH-2023-2

April 27, 2023

### **Please Note:**

The following information is to be used in conjunction with specifications, project archived photos and pre-bid site walk.

### **General:**

The following is an outline of the Scope of Work. This Scope of Work includes all labor and materials required to perform the construction work as described below. The contractor is responsible for obtaining permits; providing complete, thorough, and compliant services to all work; and for coordinating as appropriate with the work of all other trades specified elsewhere. All work must be performed in compliance with all applicable National, State, and Local Codes.

### **Lead:**

This project is funded by the Department of Housing and Urban Development (HUD) and requires the use of lead safe work practices under 24 CFR Part 35 (Lead Based Paint Poisoning Prevention and Control in Certain Residential Structures). A Lead Inspection and Risk Assessment was performed on January 16, 2023 at this property by EnviroPlan LLC. **Lead hazards were not found.**

### **1) Windows (Division 8)**

- A. Remove and discard of existing casement windows.
- B. Replace with vinyl replacement windows, verify sizes.
  - a. "A" façade- (3) single double hung windows.
    - i. Bathroom window to be replace with tempered window.
  - b. "B" façade- (2) double hung windows
  - c. "C" façade- (4) single double hung windows.
  - d. "D" façade- (1) double hung window.
- C. Windows to be manufactured to meet Energy Star Criteria for the Northern Climate Region (with energy star glazing package and .27 u-factor or under).
  - a. Paint or stain new or disturbed work.
  - b. Install insulation in cavities and caulk all edges.
  - c. Add interior/exterior stops as needed.
  - d. Ensure proper exterior insulation and wrap
  - e. All operable units to include full standard fiberglass mesh screens.
  - f. Existing grid pattern to remain on all DH windows
- D. Window grill configuration to match the existing.
- E. All work to be performed to the City of Shelton's building code requirements

**2) Doors (Division 8)**

- A. Provide and Install rear entry door (verify size and handing).
  - a. Located on "A" façade.
  - b. Remove and dispose existing door and jamb.
  - c. Therma-Tru "Smooth Star", "Benchmark" Energy Star or an approved equal.
  - d. Provide similar glass configuration to match existing door. TBD
  - e. Double bore with Reeb On Guard jambs.
    - i. Paint door trim and jamb as per manufacturers recommendations.
    - ii. Reinstall interior trim, paint and caulk.
- B. Provide and install door hardware.
  - a. Finish to be chosen by Home Owner.
  - b. \$125.00 maximum hardware budget.
- C. Provide and Install new 3-0 x 6-8 storm door at rear door.
  - a. Larson or an approved equal full view glass storm door.
  - b. Color to be white.
  - c. Standard exterior and interior hardware.
  - d. Standard fiberglass mesh screen.

**3) Smoke and Carbon Monoxide Detectors (Division 21)**

- A. Provide and install new combination smoke detectors.
  - a. Located at bedroom hallway (1) and bottom of basement stairs (1).
- B. Provide and install smoke detectors, one in each bedroom (3).
  - a. All detectors to be battery operated.
  - b. All work to be performed per building code requirements.

**PART 4: CONTRACTOR VERIFICATION AND BID PROPOSAL**

BID PROPOSAL FORM

Project #SH-2023-02

Project Address: 65 Tuckahoe s Road, Shelton, CT 06484

May 11, 2023

Bid #2023-39

Prospective Bidders:

The undersigned agrees, declares and represents the following:

- 1) The bidder has carefully examined the Bidding Documents, that the bidder has personally and carefully examined the Site of Work as well as adjacent areas and has sought other usual sources of information regarding site conditions, together with the local sources of supply, that the bidder understands the requirements as to the quantities, submitted project schedule and conditions relating to and affecting the performance of the Work and hereby waives any and all rights to claim any misunderstanding regarding the same.
- 2) The bidder is to perform and complete the Work required by and in conformity with the Bidding Documents and that the bidder is to receive and accept in full compensation for the performance and completion of the Work, the amount of its lump sum bid set forth in section A, and as further adjusted in accordance with the unit prices, if any, listed in sections B and C.
- 3) The contract will be awarded to the bidder submitting the lowest bid who is qualified to perform the Work in the opinion of the City of Shelton Community Development Office, Purchasing Department and Signal Rock is responsible and responsive. The City of Shelton Community Development Office, Purchasing Department and Signal Rock reserve the right to reject any proposal if the alternates set forth in Section B are not fair and reasonable prices for the items of Work and to reject any proposal or all proposals.
- 4) If written Notice of Award of The Contract is delivered to the bidder within fifteen (15) days after the date of opening of proposals, the bidder will execute the Agreement contained in the Bidding Documents and deliver the same together with the required Certificates of Workers Compensation, proof of Liability Insurance and Lead safe work certification.
- 5) Contractor is responsible for all permit fees, labor, material, and taxes related to the work listed herein. All work must be performed in compliance with all applicable National, State and local Codes. Coordinate with the work of all other trades specified elsewhere. The contractor is responsible to provide complete, thorough and code compliant services to all work.
- 6) The Contractor shall comply with all federal, state and local laws in the performance of this Agreement;
- 7) The contractor shall submit a tentative project schedule consistent with the one set forth in section G. At Notice of Contract Award, the Contractor shall submit and be accountable for a revised project schedule. This revised schedule shall be submitted at the pre-construction meeting post contract execution.
- 8) In addition, with the other terms of this Agreement, the Contractor shall comply with the provisions of Connecticut General Statutes Section 20-418 et seq.

**BID PROPOSAL FORM**

**Section “A” Itemized Lump Sum Base Bid**

\*Note: All lines must be filled in with a dollar amount.

**Division 08**

Windows (10) \$ \_\_\_\_\_

Exterior Doors (1) \$ \_\_\_\_\_

Storm Doors (1) \$ \_\_\_\_\_

**Division 21**

Fire Detection \$ \_\_\_\_\_

**Addendum Write In**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**Total Base Bid** \$ \_\_\_\_\_

**Section “B” Addenda**

Addenda received and attached

Dated \_\_\_\_\_

Addenda received and attached

Dated \_\_\_\_\_

**Section “C” Alternates as applicable**

Alternate #1-

\$ \_\_\_\_\_

Alternate #2-

\$ \_\_\_\_\_

Alternate #3-

\$ \_\_\_\_\_





**Section "F" Total Contract Sum**

*\*This section to be completed at time of contract preparation.*

Total Base Bid Cost \_\_\_\_\_

Alternate #1 Accepted:  Yes  No  N/A Cost \_\_\_\_\_

Alternate #2 Accepted:  Yes  No  N/A Cost \_\_\_\_\_

Alternate #3 Accepted:  Yes  No  N/A Cost \_\_\_\_\_

Alternate #4 Accepted:  Yes  No  N/A Cost \_\_\_\_\_

**Total Contract Sum** **GRAND TOTAL** \_\_\_\_\_

AMOUNT IN WORDS: \_\_\_\_\_

Bid Form – Required Page 6

**Section “G” Project Schedule**

Date	Owner	Address	Project #		
TASK	RESPONSIBLE CONTRACTOR	Date Material Ordered	Task Duration	Start Date	Finish Date
Contract Signing					
Notice to Proceed					
Permit					
Waste Container					
Demolition					
RRP/ Lead Abatement					
Electrical					
Fire Dectection					
Plumbing					
HVAC					
Windows					
Doors					
Roofing					
Gutters					
Insulation					
Siding					
Drywall					
Finish Carpentry					
Counter Tops					
Interior Painting					
Exterior Painting					
Flooring					
Power Washing					
Deck Repairs					
Masonry					
Metal Work					
Earth Removal					
Drainage					
Driveway Paving					
Tree Work					
Grading					
Close-out					

CITY OF SHELTON BID ENVELOPE LABEL

ALL ENVELOPES PACKAGES AND BOXES TO BE LABELED WITH THIS INFORMATION LABEL

**\*\*TAPE AND PLACE ON THE EXTERIOR OF ENVELOPE\*\***

\_\_\_\_\_  
NAME OF COMPANY BIDDING

\_\_\_\_\_  
BID/PROJECT #

\_\_\_\_\_  
ADDRESS OF COMPANY BIDDING

\_\_\_\_\_  
PHONE #

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
NUMBER OF ENVELOPES/PACKAGES/BOXES

Check that applies

\_\_\_\_\_ This package contains one Original Bid and the Original (Raised Seal) Notarized Non-Collusion Affidavit and copies of the same.

\_\_\_\_\_ This package contains Original Bids and all contain an Original (Raised Seal) Notarized Non-Collusion Affidavit.

**PART 5: CANCELLATION NOTICE (ATTACHMENT A) AND HOMEOWNER'S LETTER**

**REGARDING NOTICE TO PROCEED**

**ATTACHMENT A: CANCELLATION NOTICE**

Small Cities Housing Rehab Program Right of Rescission Cancellation Notice

Dear Contractor,

Under the regulations of the Small Cities Housing Rehab Program, I, as homeowner, have a right to cancel the contract I have signed with you for work to be done on my home under the provisions of the Small Cities Program.

I must so cancel within three (3) business days between the date I receive Attachment A as part of a fully executed contract and today's date not counting either of those two dates.

I understand that after \_\_\_\_\_, 11:59 pm, I will no longer be able to cancel without penalty.

In signing this cancellation notice and sending it to you, I am exercising my right to cancel. Please note: this is a notice to NOT PROCEED.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

.....

Dear Homeowner,

If you choose to exercise your right of rescission, please also notify your grant administrator immediately by telephone at (203) 924-2521 or by email to p.grimmer@sheltonedc.com.

Small Cities Program Administrator  
Shelton Economic Development Corporation

**PLEASE KEEP THIS COPY FOR YOUR RECORDS**

**ATTACHMENT A: CANCELLATION NOTICE**

Small Cities Housing Rehab Program Right of Rescission Cancellation Notice

Dear Contractor,

Under the regulations of the Small Cities Housing Rehab Program, I, as homeowner, have a right to cancel the contract I have signed with you for work to be done on my home under the provisions of the Small Cities Program.

I must so cancel within three (3) business days between the date I receive Attachment A as part of a fully executed contract and today's date not counting either of those two dates.

I understand that after \_\_\_\_\_, 11:59 pm, I will no longer be able to cancel without penalty.

In signing this cancellation notice and sending it to you, I am exercising my right to cancel. Please note: this is a notice to NOT PROCEED.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

.....  
Dear Homeowner,

If you choose to exercise your right of rescission, please also notify your grant administrator immediately by telephone at (203) 924-2521 or mail Shelton Economic Development Corporation, 25 Brook Street, Suite 203, Shelton, CT 06484.

Small Cities Program Administrator  
Shelton Economic Development Corporation

**HOMEOWNERS' LETTER REGARDING NOTICE TO PROCEED**

Small Cities Housing Rehabilitation Program  
Paul J. Grimmer, President  
Shelton Economic Development Corporation  
25 Brook Street, Suite 203  
Shelton, CT 06484

Dear Mr. Grimmer:

Please be advised that I have received two copies of the notice entitled Attachment A (cancellation notice); that at least three business days have passed between the date I received that notice and today's date not counting either of those two dates; that the rescission period specified in that notice has passed and that I have not exercised my right to rescind the transaction referred to in that notice.

Please issue \_\_\_\_\_(my contractor) a Notice to Proceed with the work described in our contract dated \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
(Homeowner's Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Homeowner's Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date Signed)

Contract Date: _____
Cancellation Notice due by: _____ 11:59 pm
Notice to Proceed will be issued to Contractor on: _____



THIS AGREEMENT, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY of Shelton (hereinafter referred to as the "CITY") and <COMPANY> (hereinafter referred to as the "CONTRACTOR"):

WHEREAS, the CITY desires to retain the services of <CONTRACTOR> to perform any and all services as required and set forth in "City of Shelton <RFP> <RFQ> Bid # <NUMBER> <TITLE>" in accordance with the Contract Documents and Addenda set forth in Schedule A.

NOW, THEREFORE, CITY and the CONTRACTOR for the consideration of One (\$1.00) Dollar and other valuable consideration and under the terms and conditions hereinafter set forth, hereby agree as follows, to wit:

1. The CITY hereby engages the CONTRACTOR and the CONTRACTOR hereby agrees to perform any and all services as required and set forth in "City of Shelton <RFP? <RFQ> Bid # <NUMBER> <TITLE>" in accordance with the Contract Documents and Addenda set forth in Schedule A.
2. Additional work shall be performed by the CONTRACTOR only with the specific authorization of the CITY under a written amendment to this Agreement.
3. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the highest standards and best practices of its trade.
4. In performing the services required under this Agreement, the CONTRACTOR shall conform to all applicable provisions of Federal, State and local laws and regulations, including all environmental matters.
5. The CONTRACTOR shall indemnify, defend and save harmless the CITY for any damages, claims, actions and losses arising either directly or indirectly from the work performed by the CONTRACTOR or his subcontractors. The provisions of this paragraph shall survive the expiration or termination of the Agreement and shall in no way be limited by reason of any insurance coverage.
6. The CONTRACTOR shall provide the CITY with evidence of insurance coverage of a type and in the amounts required by the contract documents and naming the CITY as an additional insured if the CITY so requires. All insurance shall be taken out and maintained at no cost or expense to the CITY and the CONTRACTOR shall be responsible for the full amount of any deductible. A Performance Bond and a Payment Bond, each in the amount of \$ <AMOUNT> shall be presented to the CITY prior to commencing the performance of any



work under this agreement. The Performance Bond shall be released upon the CITY's final acceptance of the Project.

7. In providing the services required under this Agreement, the CONTRACTOR shall meet with CITY officials/representatives as often as reasonably necessary and shall be available upon request.
8. The CITY of Shelton may terminate any Contract/Purchase Order at any time for any reason. Said termination shall not give rise to any claim against the CITY for damages or for additional compensation.
9. Nonappropriation: If the CITY fails to appropriate the funds required by the Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed to be terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the CITY shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.
10. The CITY shall compensate the CONTRACTOR \$ <AMOUNT>.
11. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement.
12. The CONTRACTOR shall commence work on this project as directed by the CITY.
13. All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the CITY.
14. The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any CONTRACTOR who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
15. Pursuant to Connecticut General Statutes Section 49-41a, the CONTRACTOR, within thirty (30) days after payment by the CITY, shall pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY. In addition, the CONTRACTOR shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives a payment from the CONTRACTOR which encompasses labor and materials furnished by such subcontractor.
16. Pursuant to Connecticut General Statutes Section 49-41b, the CITY shall withhold five percent (5%) from any periodic payment or final payment until the work required herein has been completed and accepted by the CITY.

17. The CONTRACTOR acknowledges the execution of the Non-Collusion Affidavit which was submitted as part of the bid documents and reaffirms the statements provided for therein.
18. The CONTRACTOR agrees that the CITY of Shelton, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such CONTRACTOR, involving transactions related to the CONTRACTOR.

The period of access and examination described above, for records which related to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the CITY, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

19. Pursuant to Connecticut General Statutes Section 31-52a, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states.

CITY OF SHELTON

COMPANY \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Mark A. Laretti

Mayor

\_\_\_\_\_  
Contractor Title



## Schedule A – Bid and Contract Documents

1. Bid Requirements Form
2. Non-Collusion Affidavit
3. Suspension and Debarment
4. Return Labels
5. Sample Contract
6. General Specifications
7. Schedule A