

**CITY OF NORWICH
DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made as of this ____ day of August, 2017 by and between the **CITY OF NORWICH**, a municipal corporation with its principal place of business located at 100 Broadway, City of Norwich, County of New London and State of Connecticut 06360 (the "City") and JPW Building, LLC with an address of 1 Knollwood Dr., Suite #5, Canterbury, Connecticut (the "Developer") for the purpose of entering into an agreement (the "Agreement") for the development of parcel at **60 Sixth Street**, Norwich, Connecticut by and between the City and the Developer.

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, the undersigned do hereby enter into the Agreement as hereinafter set forth, incorporating the recitals therein contained with respect to the purpose and intent of the parties including all terms and conditions as follows:

I. TERMS AND DEFINITIONS

1.1 "Completion" and "Complete", as those terms are used in this Agreement shall be evidenced by the issuance of a Certificate of Occupancy for **60 Sixth Street**, including but not limited to exterior and interior improvements, plantings and landscaping, and adequate off street parking at **60 Sixth Street**. Completion shall not be implied by any action or failure to act by the City or any agency of the City. The City shall determine Completion in the exercise of its municipal regulatory authority taking into account sound construction and engineering practices, all requirements of applicable building codes and compliance with this Agreement.

1.2 All site and construction work undertaken by the Developer in accordance with the terms of this Agreement and the materials used or to be used in connection therewith, are hereinafter generally referred to as the "Work."

II. RECITALS

2.1 The Developer was and is hereby selected pursuant to the recommendation of the 60 Sixth Street Committee and the Resolution adopted by the Council for the City of Norwich on April 17, 2017, attached as Schedule C, as the developer in reference to RFP No. 17-10, attached hereto as Schedule A, and the Proposal for Development, submitted by the Developer and dated March 2, 2017 attached hereto as Schedule B. Schedules A, B, and C are incorporated into this Agreement by reference and made a part hereof.

2.2 The Agreement to be executed by both parties will be presented to the Council for the City for its consideration and approval on or before the first meeting in September 2017 as required by the Resolution adopted April 17, 2017. (See Schedule C.)

2.3 The following Property is subject to this Agreement and shall constitute the "Parcel": **60 Sixth Street** (Map 86, Block 3, Lot 43).

2.4 The Developer shall provide a surety for the performance of the work in accordance with the ordinances, policies and procedures of the City of Norwich and satisfactory to it as more specifically described herein. Prior to commencing work, the Developer shall provide to the satisfaction of the City a performance bond, which is agreed to be five thousand dollars (\$5,000) or an equivalent surety naming the City of Norwich as Obligee and the Developer as Principal and Obligor, with the cost for said bond to be borne solely by the Developer. To avoid any misunderstanding, the City will accept a pledged passbook savings account in favor of the City of Norwich (the "Pledged Account") **OR**, at the Developers' election, a Surety Bond, which surety shall be in form and content reasonably acceptable to the City and shall remain in place at all times until completion of the Work, as Completion is defined in Section 1.1 hereof, at which time said surety shall be released. In the event of Developer's default hereunder, the City may, in its sole and absolute discretion, and at any time thereafter, draw upon said surety to complete Developer's performance obligations under this Agreement **OR** retain the surety pledged on account of damages for non-performance.

2.5 The Developer shall commence the redevelopment and rehabilitation of the Parcel in accordance with this Agreement and as more specifically set out in the attached Schedules A and B as soon as it is practicably possible after execution following the approval of the Council for the City as is required in Section 2.2 above. The Developer shall use all due diligence for the financing, planning, designing, municipal permitting, grading, demolition, renovation, construction, landscaping and redevelopment necessary to prepare the Parcel for access to renovate, rehabilitate, market and reuse the improvement at **60 Sixth Street**.

2.6 Upon Completion, the City shall convey its rights, titles, and interests in the Parcel to the Developer or at Developer's request, a newly formed entity under the control of Jeff Warcholik through a quitclaim deed. The City agrees to convey titles to the Parcel at a date earlier than at project Completion to permit the Developer to obtain financing of the project by a qualified lender subject to terms and conditions reasonably acceptable to the City. Such financing may be obtained through a home equity loan or line of credit from a qualified lender if provided under terms and conditions reasonably acceptable to the City.

2.7 The Developer agrees that the Work performed shall have the intended consequence of enhancing the market value of the Parcel as a Residential property and fulfilling the redevelopment goals of the City. The Work shall be completed within twelve (12) months of the execution of this Agreement. In the event that the Developer is unable to complete the Work in accordance with the terms of this Agreement, the Developer shall notify the City in writing as to the reasons why the Work cannot be completed, and the parties shall attempt to negotiate a resolution. If a mutually agreeable resolution cannot be reached or more than two (2) months has elapsed since the time for completion of the development, the City may declare a default pursuant to Article VII, below, and subject to the terms of the same, the City shall have the right to terminate this Agreement and pursue all rights and remedies available in law or equity, limited, however, to the provisions of Paragraph 2.4 and Paragraph 7.4 hereof, with time being of the essence.

2.8 The Developer shall commence and diligently pursue removal of trees, vegetation, trash, and any other materials that would impede fulfilling the terms and conditions of this Agreement

at his sole cost and expense. After completion of cleaning and clearing, the Developer shall undertake the improvement to **60 Sixth Street**, at his sole cost and expense. The Developer is fully aware of the existence of potentially dangerous conditions presented by the structure at **60 Sixth Street** and agrees to undertake reasonable efforts to prevent occupancy of the structures before Completion and pursue all demolition and renovations in a timely manner.

2.9 The Developer shall bear all responsibility and risk for renovation of the building known as **60 Sixth Street** as required by RFP No. 17-10 (see Schedule A) and obtain adequate liability insurance acceptable to the City during this phase of Work listing the City of Norwich as an additional insured.

2.10 All improvements made to the Parcel, while owned by the City and until Completion, become the property of and belong to the City and the Developer waives the right to seek damages for the value of improvements should the Developer fail to complete the project to the reasonable satisfaction of the City.

2.11 The Developer shall be responsible for all costs and expenses of performing the Work and hereby agree to indemnify and hold the City harmless from any claim with respect to the same. The Developer shall not allow any mechanic's lien to be filed against the Property and hereby covenants and agrees to secure the release of any such mechanic's lien as may be filed within sixty (60) days of filing, whether by the substitution of a bond or otherwise.

2.12 The City reserves the right to unlimited access to the Parcel before Completion for progress inspections in accordance with this Agreement, provided such access shall not unreasonably interfere with the activities of the Developer hereunder. Similarly, if title to the Parcel pass to the Developer prior to Completion pursuant to this Agreement, the Developer shall permit the City reasonable access to the Parcel at mutually agreeable times.

2.13 The Developer agrees to undertake all reasonable efforts to obtain building permits and conduct the Work on the Parcel in accordance with the standards as set forth in the Property Maintenance Code for the City of Norwich and comply, whenever applicable, with the City of Norwich Housing Code as communicated by representatives of the Building Department for the City of Norwich.

2.14 The Developer shall timely and diligently conduct the Work and thereby improve the Parcel through a combination of new construction and renovation in accordance with the terms of this Agreement.

2.15 The Developer and City agree that Developer may apply for any grants available in connection with the Work. Notwithstanding the foregoing, Developer shall not apply for any state grants without the City's prior written consent.

III. CONDUCT OF WORK

3.1 The City and Developer agree and understand that the Parcel will be conveyed free and clear of consensual liens arising during the term of the City's ownership, without any other warranty or representation of title and, not by means of limiting the generality of the foregoing, title to the Parcel shall be conveyed subject to the following encumbrances and restrictions:

- (a) Taxes due the City of Norwich accruing subsequent to the conveyance of the Parcel to the Developer pursuant to this Agreement, which Developer agrees to pay. Notwithstanding, the Developer reserves the right to apply for such tax benefits and abatements as the Developer may be eligible to receive.
- (b) Any and all provisions of any ordinance, municipal regulation or public or private law affecting said Parcel.
- (c) Covenants, restrictions, declarations, easements and agreements, if any, as of record.
- (d) Any state of facts disclosed by a personal inspection and/or a survey of the Parcel.
- (e) Any mechanic's liens or other encumbrances recorded subsequent to the execution of this Agreement, but prior to the conveyance of title to the Developer, that are deemed by the City, in reasonable discretion, to be the fault of or arise out of the actions of the Developer.

If Developer determines that Title to the Parcel does not conform to the above, or if it conforms, title is not otherwise marketable, the Developer shall notify the City in writing of such defect. The City at its sole election may extend the Closing by thirty (30) days to correct at its expense such defect OR may by written notice to Developer terminate this Agreement. If the City elects not to extend the Closing, Developer may either accept such title as the City may have to convey without any change in Developer's obligations hereunder OR terminate this Agreement by written notice to the City. Acceptance of the Deed to by Developer at Closing shall be deemed acceptance of the state of title to the property therein conveyed.

3.2 The Developer agrees that the Parcel will be conveyed in an "as-is" condition via quitclaim deed (the "Deed"). No warranties of any kind are made as to any part of the Parcel and no adjustments will be made for any after-discovered defects. The Developer assumes all risk of loss associated with any environmental impairment existing as of the date of closing. Except as otherwise stated herein, the acceptance of said Deed by the Developer shall constitute a conclusive determination of satisfaction and termination of the obligations of the City under this Agreement. The Developer agrees that the Parcel has been examined and that it is fully satisfied with the physical conditions thereof and that neither the City nor any representative or agent of the City has made any representation upon which the Developer relies either with respect to the conditions of the Parcel conveyed by this Agreement or with respect to the boundaries or locations thereof to the extent that they may be written herein.

IV. CONDITIONS PRECEDENT TO CONVEYANCE

4.1

(a) The City shall not be obligated to convey the Parcel to the Developer until the Developer has delivered to the City evidence that Work on the Parcel is Complete. Said evidence shall include the following:

- (1) Permits and Approvals. The Developer shall have obtained all municipal and other governmental permits and approvals required to complete the Work, including but not limited to the Certificate of Occupancy for 60 Sixth Street.
- (2) Project Completion. The structure at **60 Sixth Street** is, rehabilitated, renovated, restored, and redeveloped into a residential property fit for use.
- (3) Representations and Warranties. All representations and warranties of the City and the Developer shall be affirmed and be true and correct as of the Project Closing.

(b) The City shall not be obligated to convey the Parcel to the Developer at a date earlier than Completion to permit the Developer to obtain financing, until the Developer provides the following:

- (1) Design and Construction Contract. The Developer shall have entered into such contracts as shall be necessary to Complete the Work in compliance with the Plan and the terms hereof.
- (2) Financial Feasibility. The Developer shall demonstrate that sufficient funds are available to Complete the Work, including without limitation, loan and equity commitments containing customary and reasonably attainable contingencies and conditions which shall be sufficient to fund the cost of construction, architects, engineers, and other professional fees, taxes, insurance, legal fees, and all other reasonable needs necessary to Complete the Work.
- (3) Evidence of No Substantial Change. There shall have been no substantial change in the Work under this Agreement to be completed by the Developer. For the purposes of this section, a "substantial change," shall only have been deemed to have occurred in the event that the Developer changes the nature and purpose of the residential structure at **60 Sixth Street** or the proposed purpose for **60 Sixth Street**.
- (4) Representations and Warranties. All representations and warranties of the City and the Developer shall be affirmed to be true and correct as of Completion of the Work, or conveyance of title to the properties, whichever is later.

V. INSURANCE / INDEMNITY

5.1 The Developer agrees to procure and at all times maintain casualty and extended coverage insurance naming the City as an additional insured on all policies to the satisfaction of the City and provide proof of the same prior to entry onto the premises: to include general liability insurance in the amount of 1 million dollars (\$1,000,000) for combined single limit bodily injury and property damage coverage per occurrence, and 2 million dollars (\$2,000,000) aggregate coverage. Where a vehicle is used in performance of this contract, coverage shall be 1 million dollars (\$1,000,000) for auto liability. The Developer shall procure workers compensation coverage as defined in the Connecticut General Statutes.

5.2 To the fullest extent permitted by law, the Developer agrees to defend, pay on behalf of, indemnify and hold harmless the City of Norwich, its agents, elected and appointed officials, employees, and volunteers and others working on behalf of the City of Norwich (the "City Indemnified Parties"), against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Norwich, its agents, elected and appointed officials, employees, volunteers and others working on behalf of the City of Norwich, by reason of personal injury, including bodily injury or death and/or property damage, including loss or use thereof, or claims for worker's compensation, or improper disposal of hazardous materials, which arises out of or is in any way associated with Developer's work under this Agreement, except those arising from any of the City Indemnified Parties' gross negligence or willful and wanton misconduct.

5.3 The Developer shall, in addition to any other obligation to indemnify the City and to the fullest extent possible as permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected and officials, employees, volunteers and others working on behalf of the City of Norwich from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted from any actual or alleged act or omission of the Developer or any of his contractors or sub-contractors thereof, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). Violation of law, statute, ordinance, governmental administration, order, rule, regulation, or infringement of patent rights by the Developer in the performance of the Work; or c). Liens, claims or actions made by the Developers, or any of their contractors, sub-contractors, or employees thereof under workers compensation acts; disability benefit acts, or other employee benefit acts or any statutory bar.

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

The Developer shall pay all claims, losses, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, statutory interest and costs.

VI. DEFAULT AND TERMINATION

6.1 An Event of Default with respect to the Developer shall mean the occurrence of any of the following events which, when applicable, continue beyond any applicable cure period: (i) the Developer's failure to observe or perform any of the material terms, conditions and covenants of this Agreement; (ii) the Developer's failure to timely satisfy the conditions precedent to this Agreement; (iii) the Developer's failure to seek permits for the project in a diligent manner, failure to commence the Work, or failure to diligently pursue Completion of the Work in accordance with the terms of this Agreement; (iv) the Developer's failure to Complete the Work within the time periods permitted except as may be extended pursuant to agreement of the City and at its sole discretion or except as a result of the City's unreasonable delay in issuing a Certificate of Occupancy.

6.2 If an Event of Default shall occur under Section 6.1 (i)-(iii) of this Agreement, then the City shall have the right to terminate this Agreement and seek monetary damages or equitable relief as appropriate under applicable law or it may elect to demand by written notice that the Developer cure the condition or event which has caused such Default. The written demand and notice to cure the Event of Default will provide the Developers thirty (30) days to cure the Default. If the Developer does not cure the Default within thirty (30) days after receipt of the written demand and notice to cure, or if such Default is of a kind which cannot be reasonably cured within thirty (30) days and the Developer does not within such thirty (30) day period commence to cure such Event of Default and diligently thereafter prosecute such cure to completion, then the Developer shall remain in Default hereunder and shall be subject to the remedies set forth in this Agreement or at law. The determination as to whether the Default has been cured shall be within the sole discretion of the City.

6.3 If the terms of this Agreement are not completed within twelve (12) months after execution of this Agreement, or any extended deadline for project completion as is contemplated in Section 2.7 may be granted by the City, whichever occurs last, the City may declare the Developer in immediate Default and, in its sole discretion, provide a written demand and notice to cure as provided in Section 6.2. Upon Default, the City shall be free to contract with substitute developers and may transfer titles to one or both of the Parcel to a party of its choosing.

6.4 Events of Default with Respect to the City. An Event of Default with respect to the City shall mean the occurrence of any of the following events which continue beyond any applicable notice or cure period: the City's failure to observe or perform any of the material terms, conditions, and covenants of this Agreement.

6.5 The parties shall extend the relevant deadlines or default milestones under the following circumstances: (a) upon written agreement of the parties; (b) by the period of delay caused by force

majeure; or (c) for the duration of any delay caused by the judicial or administrative challenge to or appeal from the issuance of any permit or approval obtained for the project, provided the Developer is diligently and continuously proceeding with its development obligations as set forth in this Agreement, to the extent feasible.

6.6 No waiver of any Default by the City shall be implied from any omission by either party to take any action in respect of such default if such Default continues or is repeated. No express written waiver of any Default shall affect any Default or cover any period of time other than the Default and period of time specified in such express waiver.

6.7 The City and the Developer agree that time is of the essence in the performance of this Agreement and all obligations hereunder.

6.8 To the maximum extent permitted by law, each party hereto waives all rights it may have to any claim for consequential damages arising out of or related in any way to this Agreement.

VII. MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

7.1 The following representations are made with the intent that the other party rely upon the same in entering into this Agreement:

- (a) The Developer represents that it is duly authorized and empowered to undertake and complete the Work as herein described and set forth, and to execute and to deliver this Agreement to the City, together with any and all documents, deeds and instruments required hereunder to be executed and delivered in connection with this project.
- (b) The City represents that it has been duly authorized by the Norwich City Council to undertake its obligations in connection with the project as herein described and set forth, and to execute and deliver this Agreement and any and all documents, deeds, and instruments required hereunder to be executed and delivered by it for the project.
- (c) Each of the parties hereto affirmatively represent that it has engaged no broker or consultant in connection with the negotiation of this Agreement, and each hereby indemnifies and holds the other harmless against any claims for fees for such services by any person or firm.

7.2 Nothing contained in this Agreement, or in past or future transactions, shall create, or be deemed to create any partnership, principal and agent, or joint venture relationship between the City and the Developer. This Agreement shall survive the execution and delivery of any deeds or other documents required by or referred to in this Agreement.

7.3 In the event a party prevails in an action or proceeding, including an arbitration proceeding, brought to enforce any right arising hereunder, such prevailing party shall be entitled to the award of its reasonable costs and legal fees incurred in the prosecution or defense of such proceeding.

7.4 The Developer shall give prompt written notice to the City after the occurrence of any fire, earthquake, act of God, or other casualty to, or in connection with, the development of the Parcel or any portion thereof prior to project Completion.

7.5 If the any portion of the Parcel shall be damaged or destroyed by casualty prior to Completion, the Developer shall reconstruct, repair or restore it so long as it is lawful to do so to substantially the same condition in which the Parcel, including the structure at **60 Sixth Street**, existed prior to the occurrence of such casualty. The Developer shall promptly and with all due diligence complete such reconstruction, repair and restoration no later than one (1) year following the date of the casualty.

7.6 Upon the occurrence of any such casualty, the Developer shall, promptly and with all due diligence: (a) apply for and collect all applicable insurance proceeds recoverable with respect to such casualty, and (b) complete the reconstruction, restoration or repair of the Parcel.

7.7 All notices pertaining to any provision of this Agreement shall be sent:

If to the Developer: JPW Building LLC
1 Knollwood Dr., Ste. 5
Canterbury, CT 06332

If to the City: City Manager John Salomone
City Hall
100 Broadway
Norwich, CT 06360

With a copy to: Michael E. Driscoll, Esq.
Brown Jacobson P.C.
P.O. Box 391
22 Courthouse Square
Norwich, CT 06360

7.8 The parties may mutually modify the terms of this Agreement only in writing.

7.9 Upon the full and complete performance of the obligations contained in this Agreement by the Developer, and at the Developer's written request, the City shall execute and deliver quitclaim deeds for the Parcel.

7.10 EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THIS AGREEMENT IS A COMMERCIAL TRANSACTION AND WAIVE THEIR RIGHTS TO

NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE CITY MAY DESIRE TO USE, and further, waive diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, and notice of any renewals or extensions of this Agreement, and all rights under any statute of limitations, and agree that the time for performance of this Agreement may be changed and extended at City's sole discretion, without impairing its liability thereon, and further consent to the release of all or any part of the security for the payment hereof at the discretion of City, or the release of any party liable for this obligation without affecting the liability of the other parties hereto. Any delay on the part of City in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted for one occasion shall not operate as a waiver in the event of any subsequent default. TO THE EXTENT ALLOWED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING HEREUNDER OR RELATIVE TO ANY AGREEMENT, WRITTEN OR ORAL, EVIDENCING, GOVERNING OR SECURING THIS AGREEMENT.

7.11 It is expressly understood that no Property shall be used in any manner by the Developer for any purpose not anticipated under this Agreement without the express consent of the City Council in each instance and for each use for a period of two (2) years following transfer of title to the Developer.

7.12 The City and Developer shall each be responsible for their own costs and legal fees relating to the negotiation and finalizing of this Agreement.

7.13 Upon the full and complete performance of its obligations contained in this Agreement by the Developer, and at the Developer's written request, the City shall execute and deliver a written release of Developer's obligations hereunder, excepting only the express indemnities of Developer herein contained.

7.14 This Agreement shall be governed by the laws of the State of Connecticut and enforceable in its courts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

CITY OF NORWICH (City)

By: _____
John Salomone
City Manager
Duly Authorized

JPW Building LLC (Developer)

By: _____

APPROVED AS TO FORM
AND LEGALITY ON August , 2017

Michael E. Driscoll, Esq.
Corporation Counsel
City of Norwich, Connecticut

SCHEDULE A



City of Norwich

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

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

REQUEST FOR PROPOSALS

RFP No.: 17-10

Opening Date and Time: February 16, 2017 at 2:00 P.M.

Title: Development of Property at 60 6th Street, Norwich, CT

Special Instructions:

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

Sealed Proposal No.: 17-10

Not to be opened until February 16, 2017 at 2:00 P.M.

Return Proposals to:

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



RETURN THIS FORM IMMEDIATELY

CITY OF NORWICH, CONNECTICUT

Acknowledgement of Receipt of RFP Documents

RFP No.: 17-10

Title: Development of Property Located at 60 6th Street, Norwich, CT

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

Date Issued: 01/05/2017

Date Documents Received: _____/_____/_____

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

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

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

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

60 6th Street Committee of Sale

RFP No. 17-10

**Request for Proposals for Development of the
Property at
60 6th Street
*Norwich, CT***

Issued: January 5, 2017

Responses Due: February 16, 2017

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1 INTRODUCTION

This Request for Proposals (“RFP”) is issued by the 60 6th Street Committee (hereafter “the Committee”) on behalf of the City of Norwich. The RFP is issued for the purpose of recruiting developers including individuals, who may be from the public or private sector (“Respondents”), to preserve, develop, rehabilitate, design, construct, manage, finance, market, lease and reuse the subject parcel. With this RFP, the City of Norwich is actively soliciting Proposals - the timing, form and substance of which are described in Section 2. below – from Respondents who wish to participate in the ongoing redevelopment of the City of Norwich. The RFP involves one (1) parcel constituting one project: 60 6th Street.

1.1 OVERVIEW

The Committee was established pursuant to Resolution adopted by the Council of the City of Norwich on October 3, 2016. Its purpose is to select and recommend to the Council a proposed developer for the redevelopment or reuse of 60 6th Street as part of the City of Norwich’s effort to revitalize properties which are considered blighted and/or abandoned. The Program offers City owned real estate to individuals or entities willing to rehabilitate the property for residential, commercial, or non-profit use in compliance with all applicable municipal requirements including zoning restrictions. The property will remain owned by the City of Norwich until work is completed on the subject parcel. When title is transferred, it will be pursuant to a quitclaim deed in consideration of one (\$1) dollar and, if applicable, a commitment to complete all necessary improvements within twelve (12) months of the date of execution of the development agreement. The City may agree to convey the property at an earlier date to permit the financing of the project by a qualified lender subject to terms and conditions acceptable to the City. The Committee is to report its recommendations to the Council by the Council’s meeting on March 20, 2017.

1.2 MINIMUM QUALIFICATION CRITERIA

- Respondent cannot be a previous owner of property taken through the foreclosure process;
- Respondent must be current on all City of Norwich taxes and fees;
- Respondent must provide proof of and possess the financial wherewithal to complete the work proposed;
- Respondent must furnish a \$5,000 performance bond, letter of credit, or passbook savings account payable to the City of Norwich and may not draw upon the bank account or cancel the line of credit without first receiving City approval;
- Respondent may be required to maintain and provide proof of insurance against property loss commensurate with the property value after completion of the proposed improvements and proof of adequate insurance for personal injury, all in amounts and by carriers satisfactory to the City.

1.3 CRITERIA

The Committee will conduct a selection process and thereafter issue a recommendation for a proposed developer to the Norwich City Council that will focus on the following criteria:

- Adherence to minimum qualification criteria; only applications that evidence compliance with the minimum criteria will be given further consideration by the Committee;
- The specificity of the proposed work plan including architectural drawings and site plans for the property where applicable;
- Retention of existing architectural features;
- The depth and nature of the Respondent's past proven success on similar projects;
- The Respondent's financial capabilities;
- The Respondent's ability to work cooperatively with the City of Norwich, its staff and Commissions;
- The Respondent's ability to perform on time and on goal;
- Preference will be given to the proposal that most greatly increases the values of the properties.

1.4 SELECTION PREFERENCES (listed in order of preference as a-d)

- a. Respondent renovating into owner-occupied unit(s).
- b. Respondent renovating into rental units.
- c. Respondent renovating and selling property.
- d. Respondent proposal of a use not listed above.

1.5 SELECTION PROCESS AND PROJECT SCHEDULE

In general, the selection process is as follows: (1) selection of "Qualified Respondent(s)" based on responses to the RFP; (2) review, interviews, clarification and evaluation of Proposals from Qualified Respondents by the Committee with assistance from city administrative staff as assigned by the city manager; (3) preliminary negotiation of Development Agreements with Qualified Respondents by the Committee; (4) selection of, and negotiations with, the "Selected Respondent" by the Committee resulting in a proposed agreement; and (5) the proposed agreement with the "Selected Respondent" will be forwarded to the Norwich City Council for further action. The City of Norwich through the City Council reserves the right to accept or reject the Committee recommendation for a proposed developer for any reason reserving the right to itself to amend or modify the terms of any proposal or to refer the RFP back to the Committee for further review based upon the criteria identified in the RFP or by the City Council.

Proposals will be evaluated through the selection process to determine if the Respondents meet the Minimum Qualification Criteria set forth in Section 1.2 herein. The Committee and/or the Norwich City Council reserves the right to enter negotiations with any and all Respondents and reject any proposal at any time in the selection process.

Any Respondent designated as a Qualified Respondent shall be a party financially, technically and administratively capable of undertaking the development, including design, construction, management, financing, marketing, leasing and operation, of the property at 60 6th Street. It should be noted at the outset of this process that the final evaluation of responses to the RFP from the Respondents is expected to take into account several factors including, but not limited to, construction expertise, cost, degree of contractual risk assumed, guarantees, and ability to provide financial assurances. The City of Norwich is seeking Respondents capable of performing all necessary work in a timely and competent manner and able to make a sufficient

financial commitment to the development project that will support the long-term viability of the property.

Any agreement with the city will require that there be no occupancy of any portion of any of the property to be conveyed prior to the completion of renovations as required in the development agreement and transfer of property.

The following schedule identifies major activities and anticipated dates in the selection process.

RFP Issued:	January 5, 2017
Property Review:	
Open House:	10:00 AM - 12:00 PM, Wednesday, January 18, 2017 2:00 PM - 4:00 PM, Thursday, January 19, 2017 Other times: by appointment if necessary
Proposals Due:	February 16, 2017 at 2:00 P.M.

Following receipt of Respondent's Qualification Statement, the Committee, with the assistance of city administrative staff when necessary, will screen applications pursuant to the Minimum Qualification Criteria outlined in Section 1.2. Thereafter, it will schedule interviews with Qualified Respondents at the parties' mutual convenience and initiate the interview process. Upon completion of the selection of a candidate as proposed developer, it will forward its recommendation, including supporting documentation, to the Norwich City Council for additional investigation, approval, or rejection in accordance with the Resolutions adopted by the Council for the City of Norwich on December 19, 2016 and December 19, 2016.

2 SUBMISSION OF RESPONSES

2.1 INQUIRIES

All questions regarding the request for proposals must be sent in writing no later than January 31, 2017 at 12:00 P. M. to the chairman of the 60th Street Committee in care of the City Purchasing Agent via e-mail to whathaway@cityofnorwich.org or by fax to (860)823-3812.

2.2 DEADLINE

Qualification Statements are due on February 16, 2017 and must be received by 2:00 p.m. on that date. Documents should be sent to:

Soffie Noblich, Chairman
c/o William Hathaway, Purchasing Agent
City Hall
100 Broadway
Norwich, CT 06360

Late Proposals may result in not being evaluated under this RFP. They may be considered as unsolicited proposals, subsequent to the RFP process.

2.3 FORMAT

Respondents are asked to submit three (3) copies of their Proposals; one of these copies should be unbound and ready for duplication. Submissions should be tabbed for easy reference, and, to the extent possible, cross-referencing should be avoided.

2.4 CONTENTS

Respondents are asked to conform their Proposals to the Table of Contents including all specified criteria identified in the RFP. All requested information shall be provided.

2.4.1 Letter of Qualification

The Letter of Qualification provided at Appendix A of this RFP shall be executed and returned. It shall be prepared on Respondent's letterhead. The City will not accept modifications to the language in this letter.

2.4.2 Letter of Intent

The Letter of Intent provided at Appendix B of this RFP shall be executed and returned. It shall be prepared on Respondent's letterhead. The City will not accept modifications to the language in the letter.

2.4.3 Background Information/Business Qualifications

The City of Norwich requests, with respect to the parcel identified:

- a. A statement of Respondent's willingness to assume overall responsibility for implementation of the project;
- b. A statement that, if selected, Respondent will make provision for meaningful performance and completion guarantees;
- c. A statement that, if selected, Respondent will design and construct the project(s) in accordance with the terms and specifications agreed to by the City and Respondent.
- d. A statement that, if selected, Respondent will pay damages in the event that the project(s) are not completed on the timelines memorialized in the Agreement;
- e. A statement that, if selected, Respondent will maintain appropriate insurance policies at levels specified in the Agreement, will name the City of Norwich as an additional insured, and will indemnify the City of Norwich.
- f. A statement that indicated the approximate percentage or amount of equity that Respondent would invest in each project indicated.

In addition, the City of Norwich requests:

- g. Evidence that Respondent has an acceptable record of business practices, including compliance with municipal ordinances, labor, and environmental laws;
- h. Any additional information that Respondent wishes to provide, including description of Respondent's business approach.

2.4.4 Relevant Experience

- A. Respondent shall demonstrate the ability to perform on time, on budget, and on goal.
- B. Respondent shall demonstrate the ability to refurbish, renovate, and rehabilitate the subject premises in accordance with the State of Connecticut Building Code and industry standards of workmanship.
- C. During the interview process, the Respondent will be expected to be able to provide and discuss information with respect to at least three reference projects, preferably similar in scope and nature to the subject of this RFP, including information as to rental income for the last two years. Upon request, the respondent will be required to provide evidence that the reference projects were developed consistent with contractual requirements, including without limitation, financing commitments, and were completed in a timely manner. The Respondent will be permitted to provide an explanation in the event any project was delayed, and may be required to provide additional evidence with respect to the same. Respondent should be prepared to discuss the following with respect to each reference project, and be prepared, upon request to provide the following in written form:
1. Name and location of project;
 2. Names and telephone numbers of municipal officials responsible for oversight of project;
 3. A reasonably detailed description of the building, including design, construction, and financing structure;
 4. Total development costs;
 5. The Respondent's role in project development, design, permitting, financing, construction, rehabilitation (if any), operation, maintenance and marketing;
 6. Development timeline, including construction start and completion dates;
 7. Any claims, litigation, judgments, notices of violations, or administrative enforcement actions arising out of the construction and/or operation of the project.

3 AFFIRMATIVE ACTION STATEMENT

The City of Norwich is an Affirmative Action/Equal Opportunity Organization. Minority/Women's Business Enterprises are encouraged to submit Qualification Statements.

4 CONDITIONS

By responding to this RFP, each Respondent will be deemed to acknowledge and consent to the following conditions relative to the qualification process and the selection of Qualified Respondents:

- Except as otherwise noted herein, Respondent(s) are discouraged from contacting any city official, board member, or city employee regarding this RFP and the matters discussed therein.
- All costs incurred in connection with responding to this RFP will be borne solely by the Respondent;

- The City reserves the right to reject, for any reason, any and all responses and to eliminate any and all Respondents responding to this RFP from further consideration for this procurement;
- The City reserves the right to eliminate from consideration any Respondent who submits incomplete, inadequate responses, or is not responsive to the requirements of this RFP;
- The City may qualify Respondents whose responses contain immaterial deviations from the Minimum Qualification Criteria;
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information, or to withdraw this RFP at any time;
- The City may, at its discretion, waive any provision herein as it deems in the best interests of the projects;
- All Proposals shall become the property of the City and will not be returned and may be made available to the public. The City will attempt to avoid disclosing confidential financial information submitted with any proposal, but does not agree to guarantee confidentiality;
- All contracts relating to the projects will be governed by the laws of the State of Connecticut and the policies and procedures of the City of Norwich;
- Any Proposals not received by 2:00 p.m. Eastern Standard Time on may be rejected, unless Respondent requests that such be considered as an unsolicited proposal;
- The Respondent, in addition to the procedure set forth herein, which includes attending an interview and, if requested, providing written answers to questions to the 60 6th Street Committee, shall be required, if so requested, to meet with counsel of the City of Norwich, or a committee or subcommittee thereof, before the Council selects a developer;
- The formation of a joint venture after qualification, and any change in a prequalified joint venture, will be subject to the written approval of the City and may be denied if: (i) any participant withdraws from the joint venture and the remaining participants do not meet the qualifying requirements, or (ii) any new participants to a joint venture are not qualified, individually, or as another joint venture;
- The City reserves the right to permit a Respondent or Principal Company to remain in the procurement process as long as it is able to demonstrate that it meets the Minimum Qualification Criteria set forth in section 1.2 above.

FORM 1: RESPONDENT BACKGROUND INFORMATION

1. _____ (Respondent Name)

2. Principal Place of Business (Company headquarters or residence)

3. Type of Business Entity (corporation, partnership, business trust, etc. if applicable)

4. Names of Company Officers:

President _____

Agent for Service _____

5. Summarize the Company's (or the Individual's) principal line(s) of business.

APPENDIX A: LETTER OF QUALIFICATIONS

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) regarding the property at 60 6th Street issued by the City of Norwich on January 5, 2017.

We affirm that the contents of our Proposal, which is incorporated herein by reference, are accurate, factual and complete to the best of our knowledge and belief and are made in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

(Signature of Individual)

(Signature of Authorized Officer*)

(Type Name and Title)

(Type Name and Title)

Dated:

Dated:

** If a joint venture, partnership or other formal organization of firms is (are) submitting a Qualification Statement, each participant shall execute and submit this Letter of Qualifications.*

APPENDIX B: LETTER OF INTENT

(Note: To be prepared on Respondent's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 60 6th Street issued by the City of Norwich in accordance with the provisions contained therein.

(Name of Respondent) states that the contents of the Proposal contains accurate, factual and complete information,

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

(Name of Respondent) agrees that it will assume overall responsibility for the performance of its team in implementing the project and is prepared to offer the types of financial guarantees of its performance as indicated in Section 1.2 of this RFP.

(Name of Respondent) declares, represents and warrants that it has no legal claims or actions of any kind (other than property tax challenges) pending or threatened against either the City of Norwich and hereby waives and releases any right to assert any such claims now or in the future.

(Name of Respondent) hereby declares that the only persons participating in this Proposal as principals are named herein and that no person other than herein mentioned has any participation in the Proposal or in the Agreement to be entered into. Additional persons may subsequently be included as participating principals only if acceptable to the City.

(Name of Respondent) declares that this Proposal is made without connection with any other person, firm, or party who has submitted a Proposal, except as follows: _____ and that it has been prepared and submitted in good faith and without collusion or fraud.

(Signature of Authorized Individual)

(Typed Name and Title)

(Name of Respondent)

APPENDIX C: COMMITMENT TO NEGOTIATE

(Note: To be prepared on Principal Company's Letterhead. The City will not accept modifications to the language in this letter.)

Dear _____:

(Name of Respondent) has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 60 6th Street, issued by the City of Norwich on January 5, 2017

(Name of Respondent) states that the content of the Proposal contains accurate, factual and complete information.

(Name of Respondent) understands that the City reserves the right to proceed directly to negotiation of an Agreement. If the City Council selects the Respondent to engage in negotiation of an Agreement on the project in which the Respondents has expressed interest as noted on Form 2 attached to the RFP, this is to confirm that the Respondent is committed to negotiate in good faith the terms and condition of such Development Agreement(s) with the City through the Board in a timely fashion.

(Name of Respondent) agrees that it will not request assistance from the State of Connecticut for implementation of the project without written consent of the City.

(Name of Respondent) acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the (Name of Respondent).

RESPONDENT:

By: _____
(Signature of Authorized Individual)

(Printed Name)

CITY OF NORWICH:

By: _____
(Signature of Authorized Individual)

(Printed Name)

SCHEDULE B



Proposed Development Plans for 60 6th St. Norwich

JPW Building, LLC intends to develop 60 6th St. into four Section 8 HUD approved three bedroom units.

The first phase of the redevelopment would include the salvaging of all the structural timber for resale. Also, the existing interior stairway showcases the craftsmanship of the early carpenters and we would like to remove it from the site and restore to original condition and place it in a museum that displays early woodworking, and architecture.

The second phase is to expand the footprint slightly to accommodate four – three bedroom units, then construct the four-unit building and necessary site improvements.

JPW Building, LLC has an alternative development plan for 60 6th St if the first plan proves to be too costly of an investment for the anticipated return. That plan would involve the legal removal of all hazardous material and then renovate the existing structure to accommodate two or three Section 8 HUD approved rental units. We would possibly still relocate the existing stairway someplace that will showcase the early craftsmanship. The remainder of the buildings architectural features would most likely be covered with modern finishes.

A handwritten signature in black ink, appearing to be 'J. J. Walsh', is written in a cursive style.



Western Surety Company

PERFORMANCE BOND

Bond Number: 71882115

KNOW ALL PERSONS BY THESE PRESENTS, That we JPM Building, LLC of _____
1 Knollwood Dr., Ste. 5, Canterbury, CT 06331, hereinafter
 referred to as the Principal, and Western Surety Company,
 as Surety, are held and firmly bound unto City of Norwich
 of Union Square, Norwich, CT 06360, hereinafter
 referred to as the Obligee, in the sum of Five Thousand and 00/100
 Dollars (\$ 5,000.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the _____ day of _____,
 _____, for Development of Property at 60 5th St

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
 the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null
 and void; otherwise it shall remain in full force and effect.

ANY PROCEEDING, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction
 in the location in which the work or part of the work is located and shall be instituted within two years after
 Contractor Default or within two years after the Contractor ceased working or within two years after the Surety
 refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this
 Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the
 jurisdiction of the suit shall be applicable.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
 Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 2nd day of March, 2017



JPM Building, LLC
 (Principal)
 By [Signature] (Seal)

Western Surety Company
 (Surety)
 By [Signature] (Seal)
Diana Lyn Buscetto Attorney-in-Fact



Western Surety Company

PAYMENT BOND

Bond Number: 71882115

KNOW ALL PERSONS BY THESE PRESENTS, That we JPW Building, LLC
 _____ of
1 Knollwood Dr., Ste. 5, Canterbury, CT 06331, hereinafter
 referred to as the Principal, and Western Surety Company
 as Surety, are held and firmly bound unto City of Norwich
 of Union Square, Norwich, CT 06360, hereinafter
 referred to as the Oblige, in the sum of Five Thousand and 00/100
 Dollars (\$5,000.00), for the payment of which we bind ourselves, our legal representatives, successors
 and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated _____ day of _____,
 _____, for Development of Property at 60 6th St.

_____ copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 2nd day of March, 2017.

JPW Building, LLC
 (Principal)

By _____ (Seal)

Western Surety Company
 (Surety)

By [Signature] (Seal)
Diana Lyn Bussetto Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71862115

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Diana Lyn Buscetto

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: JFW Building, LLC

Obligee: City of Norwich

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 2, 2018, but until such time shall be irrevocable and in full force and effect.

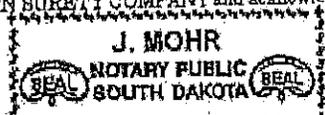
In testimony whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruffat, and its Secretary, Diana Lyn Buscetto, on this 2nd day of March, 2017.



WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

On this 2nd day of March, in the year 2017, before me, a notary public, personally appeared Paul T. Bruffat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

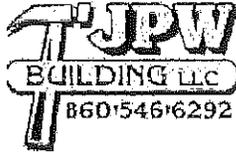
I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of March, 2017.

WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



1 Knollwood Dr., Suite 5

Canterbury, CT 06331

2.4.1

APPENDIX A: LETTER OF QUALIFICATIONS

Dear William R. Hathaway, Purchasing Agent:

The undersigned have reviewed our Proposal submitted in response to the Request for Proposals (RFP) regarding the property at 60 6th Street issued by the City of Norwich on January 5, 2017.

We affirm that the contents of our Proposal, which is incorporated herein by reference, are accurate, factual and complete to the best of our knowledge and belief and are made in good faith upon express understanding that any false statement may result in the disqualification of JPW Building, LLC.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

[Handwritten Signature]
(Signature of Individual)

(Signature of Authorized Officer*)

Jeff Warcholik, Owner
(Type Name and Title)

(Type Name and Title)

2-2-17
Dated:

Dated:

* If a joint venture, partnership or other formal organization of firms is (are) submitting a Qualification Statement, each participant shall execute and submit this Letter of Qualifications.



2.4.2

APPENDIX B: LETTER OF INTENT

Dear William R. Hathaway, Purchasing Agent:

JPW Building, LLC has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 60 6th Street issued by the City of Norwich in accordance with the provisions contained therein.

JPW Building, LLC states that the contents of the Proposal contains accurate, factual and complete information,

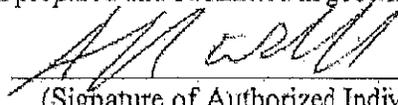
JPW Building, LLC acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the JPW Building, LLC.

JPW Building, LLC agrees that it will assume overall responsibility for the performance of its team in implementing the project and is prepared to offer the types of financial guarantees of its performance as indicated in Section 1.2 of this RFP.

JPW Building, LLC declares, represents and warrants that it has no legal claims or actions of any kind (other than property tax challenges) pending or threatened against either the City of Norwich and hereby waives and releases any right to assert any such claims now or in the future.

JPW Building, LLC hereby declares that the only persons participating in this Proposal as principals are named herein and that no person other than herein mentioned has any participation in the Proposal or in the Agreement to be entered into. Additional persons may subsequently be included as participating principals only if acceptable to the City.

JPW Building, LLC declares that this Proposal is made without connection with any other person, firm, or party who has submitted a Proposal, except as follows: N/A and that it has been prepared and submitted in good faith and without collusion or fraud.



(Signature of Authorized Individual)

Jeff Warcholik, Owner

(Typed Name and Title)

JPW Building, LLC

(Name of Respondent)



FORM 1: RESPONDENT BACKGROUND INFORMATION

1. (Respondent Name) JPW Building, LLC

2. Principal Place of Business (Company headquarters or residence)
1 Knollwood Drive, Suite 5
Canterbury, CT 06331

3. Type of Business Entity (corporation, partnership, business trust, etc. if applicable)
Limited Liability Company

4. Names of Company Officers: Jeff Warcholik, Owner
Agent for Service: None

5. Summarize the Company's (or the Individual's) principal line(s) of business.
Residential & commercial new construction & remodeling



2.4.3

Background Information / Business Qualifications

- a. JPW Building, LLC is willing to assume overall responsibility for implementation of the project.
- b. JPW Building, LLC will make provision for meaningful performance and completion guarantees.
- c. JPW Building, LLC will design and construct the project(s) in accordance with the terms and specifications agreed to by the City and Respondent.
- d. JPW Building, LLC will pay damages if the project(s) are not completed on the timelines memorialized in the Agreement.
- e. JPW Building, LLC will maintain appropriate insurance policies at levels specified in the Agreement, will name the City of Norwich as an additional insured, and will indemnify the City of Norwich.
- f. JPW Building, LLC upon completion of the project will have an approximate 50% equity in the property.
- g. Evidence that Respondent has an acceptable record of business practices, including compliance with municipal ordinances, labor, and environmental laws; JPW Building, LLC has no past or pending cases, trials or suits. JPW Building, LLC follows all municipal ordinances, labor laws and environmental laws.
- h. Any additional information that Respondent wishes to provide, including description of Respondent's business approach.
JPW Building, LLC has been involved with and performed many different residential and commercial development projects. JPW Building, LLC has been in all different positions in these projects from, general contractor that subcontracts all trades to general contractor performing one or more trades on different projects. This gives us the experience and knowledge to complete any development project.



2.4.4

Relevant Experience

Power Point
Attachments

JPW BUILDING, LLC

Commercial & Residential Projects

AN AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER
JPW Building, LLC is an Affirmative Action/Equal Opportunity Employer and strongly encourages the applications of women, minorities and persons with disabilities.

State of CT New Home Construction Contractor # NHC.0005369
State of CT Home Improvement Contractor # HIC.0583953
State of Rhode Island Registration # 30560



Contact Information

1 Knollwood Dr., Suite #5
Canterbury, CT 06331

Phone: 860-546-6292

Fax: 860-556-9381

Email: sales@jpwbuildingllc.com



About Us:

JPW Building, LLC is a full service contractor committed to quality workmanship. We at JPW Building, LLC still have old fashion work ethics with modern techniques to complete any project you may have. Taking pride in the work being done is the main focus of our company and employees.

JPW Building, LLC has been a family owned business in Eastern CT for over 20 years. The professionals at JPW Building, LLC are committed to maximizing your biggest investment with the latest materials and construction methods. We make use of energy efficient products and sustainable resources with every building project possible, to increase the value and reduce energy costs.

With over 20 years of experience in the construction industry, JPW Building, LLC has completed all types of new home construction and remodeling projects along with many commercial projects. We are committed to helping you make the most out of your investment. Whether you are planning to remodel or building brand new, you can trust us to be sure that you are getting the best materials and workmanship.

JPW Building, LLC is compliant with all state regulations and is fully insured with both general liability and workers compensation insurance.

Safety is of utmost importance to us. We strive to complete every job with out any injuries. All subcontractors and employees are required to adhere to all OSHA regulations and company safety guidelines.

Our Mission:

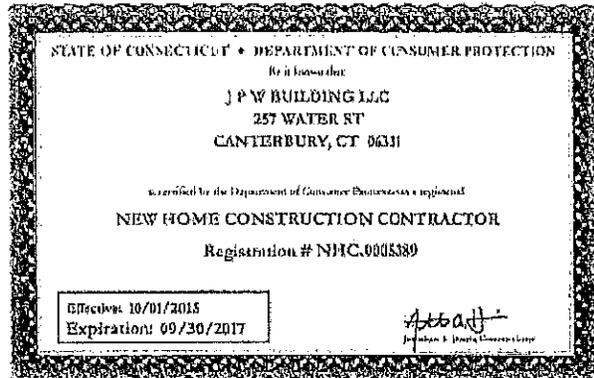
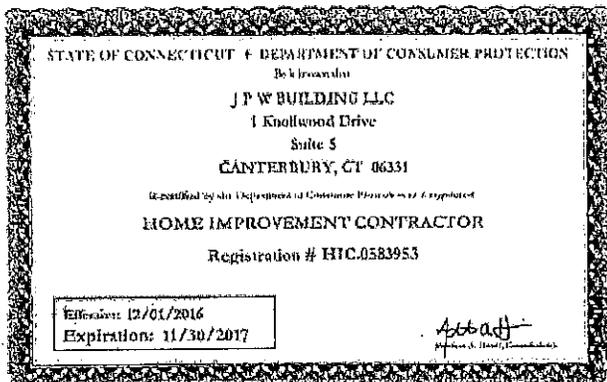
We're passionate about delivering an exceptional building experience. When you hire us, you're hiring a team of professionals who are trained and skilled to deliver lasting value to your project.

We apply the most innovative and cutting edge designs in today's residential and commercial building markets. We strive to deliver your project on time with no accidents and on budget.

Qualifications

- Registered as a Home Improvement Contractor and a New Home Construction Contractor with the State of CT
- Registered Contractor in the State of RI
- Fully insured
- OSHA Certified
- Small Business Enterprise Certified
- EPA Certified Contractor
- Voted Northeastern CT's Best Home Contractor 2016

State of CT Registration



DAS Small Business Enterprise Certificate

State of Connecticut
Department of Administrative Services
Supplier Diversity Program

This Certifies **JPW Building, LLC**

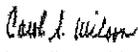
250 Water Street, Storbridge CT 06331

Is a **Small Business Enterprise**
February 27, 2016 through February 26, 2018

Owned by **Jarvis Brown**

Contact: Deborah A. Brindley
E-Mail: dbri@das.ct.gov
Phone: 860-418-4390
Website: www.state.ct.us/das

Telephone: 860-418-4390
Fax: 860-418-9118
Website: www.state.ct.us/das

Signature: 
Carl J. Wilson
DAS Operations Director

It is hereby certified that the information provided herein is true and correct to the best of the knowledge of the undersigned.

Voted Northeastern CT's Best Home Contractor 2016

NORWICH
M E A S U R E M E N T norwichmea.com

2016
NORWICH
MEASUREMENT
BEST OF
Northeastern
Connecticut



Best Home Contractor

JPW Building, LLC

Residential References:

Bill Kelley, Homeowner
 860-779-3734
 Project location: Brooklyn, CT
 Scope of work: Various remodeling work & new roof

Ed Wisniewski, Homeowner
 860-383-6253
 Project location: Westerly, RI
 Scope of work: New home & garage construction

Rich Wisniewski, Homeowner
 860-296-4114
 Project location: Norwich, CT
 Scope of work: New roof

Pete Cloutier, Homeowner
 860-576-5501
 Project location: Brooklyn, CT
 Scope of work: New home, framing, siding, roof, decks & kitchen

Tom & Lori Barry, Homeowner
 860-859-3322
 Project location: Oakdale, CT
 Scope of work: New garage, replacement windows, kitchen renovation

Residential Reference Letters

06/07/2017

Dear Jeff,

Thank you so much for being so helpful. We are very pleased to have experienced the excellent service and support from your team. It was a pleasure to work with you and your team on the new roof and siding project. The quality of the work and the attention to detail was outstanding. We are very satisfied with the results and the overall experience. We would highly recommend your company to anyone looking for a reliable and professional contractor.

We appreciate your expertise and the way you handled the project. You did not let us down and we are very happy with the results. The new roof and siding are exactly what we needed. We are very satisfied with the results and the overall experience. We would highly recommend your company to anyone looking for a reliable and professional contractor.

We will be happy to provide a reference for you if needed. Please let us know if you need any more information. We are very satisfied with the results and the overall experience. We would highly recommend your company to anyone looking for a reliable and professional contractor.

Sincerely,
 Howard L. Davis

Howard L. Davis

1111 Main Street, Westport, CT 06890

1111 Main Street, Westport, CT 06890

Thank you a lot will love!

July 18, 2017

Dear Jeff,

Thank you for sending your carpenter over to install the new roof lights. We are thrilled that we now have the lighting and ventilation we needed. The installation was done quickly and the quality of the work was excellent. We are very satisfied with the results and the overall experience. We would highly recommend your company to anyone looking for a reliable and professional contractor.

We appreciate your expertise and the way you handled the project. You did not let us down and we are very happy with the results. The new roof lights are exactly what we needed. We are very satisfied with the results and the overall experience. We would highly recommend your company to anyone looking for a reliable and professional contractor.

We will be happy to provide a reference for you if needed. Please let us know if you need any more information. We are very satisfied with the results and the overall experience. We would highly recommend your company to anyone looking for a reliable and professional contractor.

Sincerely,
 Nancy & Michael

Nancy & Michael

Commercial References:

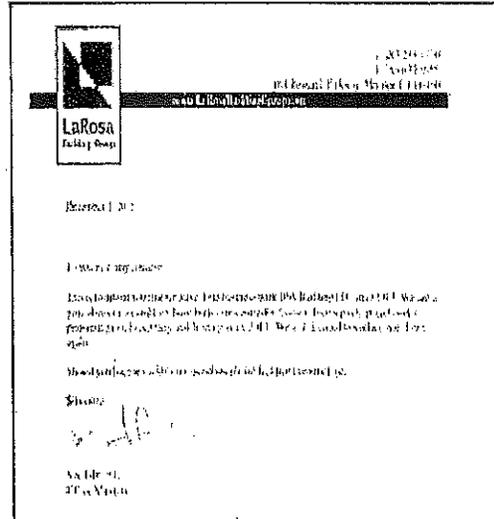
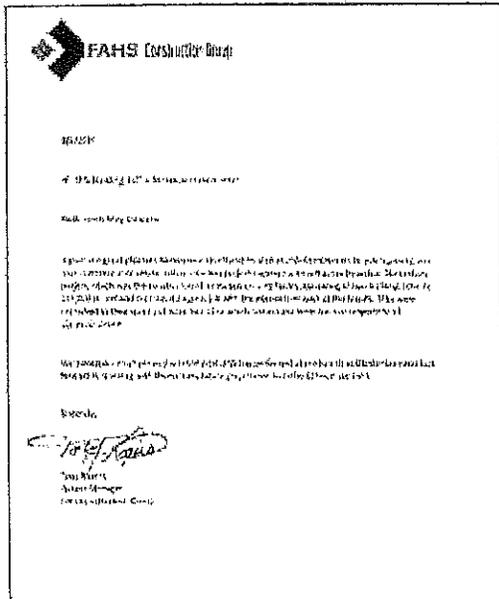
Daniel Steward, First Selectman Town of Waterford
860-444-5834
Project location: 15 Rope Ferry Road Waterford, CT
Scope of work: Waterford Town Hall window replacement

Sue Edmonds, LaRosa Building Group, LLC
203-235-1770
Project location: 491 Darling St., Southington, CT
Scope of work: Construct 40,000 sf Senior Housing

Tony Rodgers, Project Manager, FAHS Construction Group
607-724-1835
Project location: Glastonbury, CT
Scope of work: The Hearth at Glastonbury

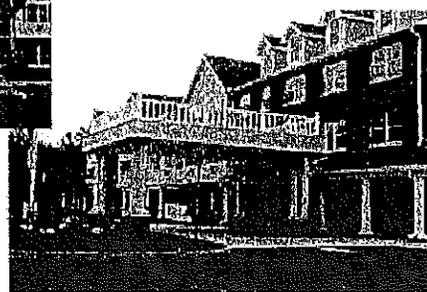
Rich Wisniewski, Associated Construction
860-296-4114
Project location: Sprague, CT
Scope of work: New Pump House

Commercial Reference Letters

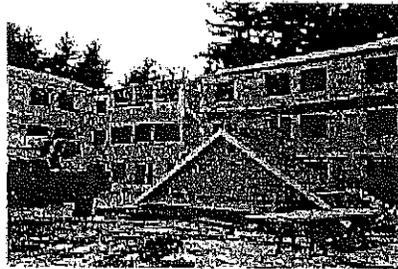
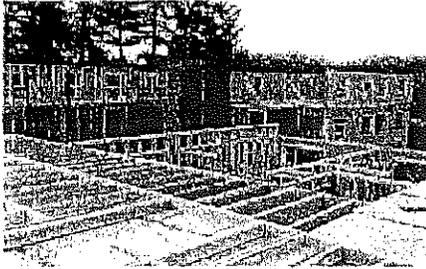


Previous Commercial Projects

Senior Assisted Living Facility ~ Glastonbury, CT



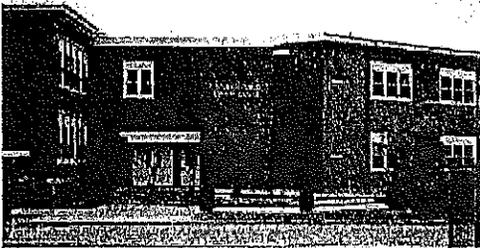
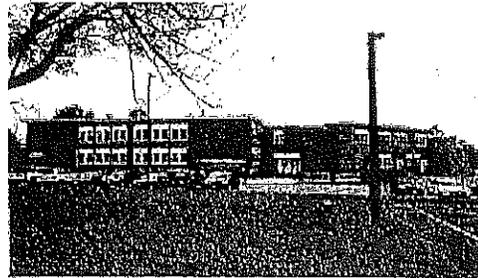
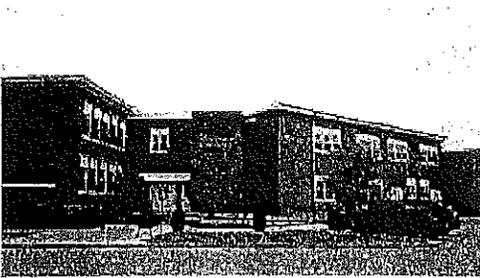
Winter Grove Senior Housing ~ Southington, CT



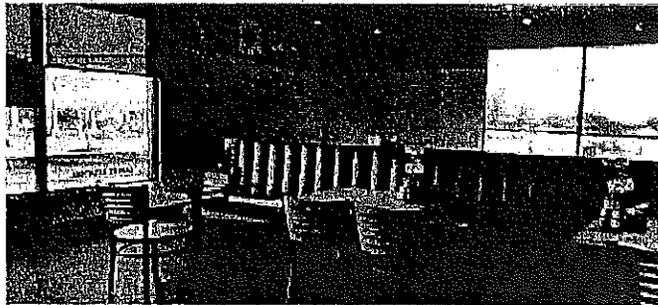
Winter Grove Senior Housing ~ Southington, CT



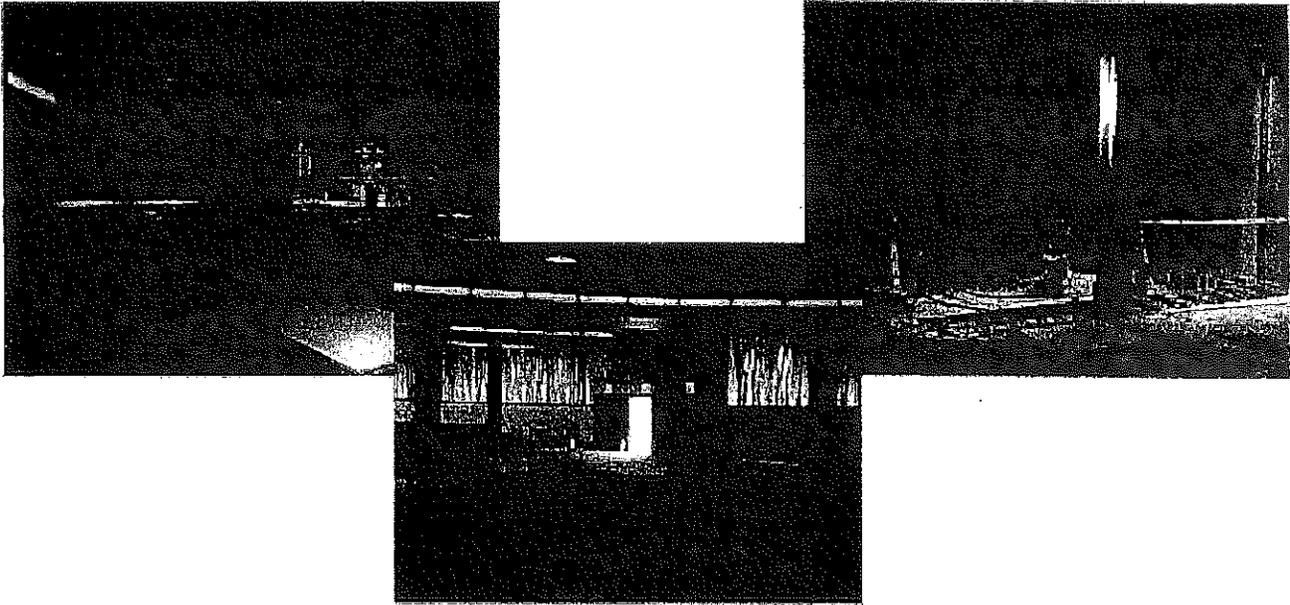
Replacement Windows ~ Waterford Town Hall



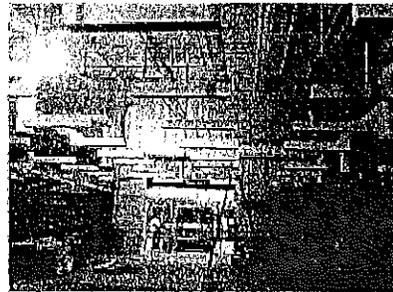
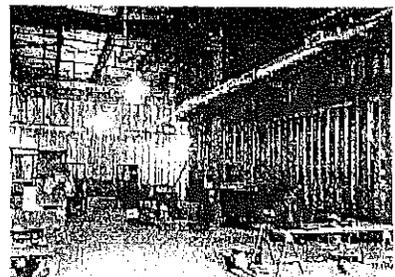
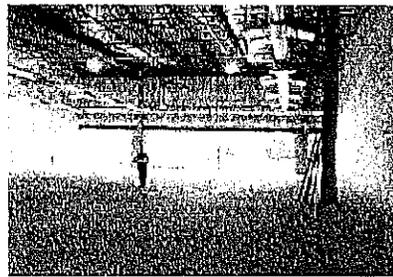
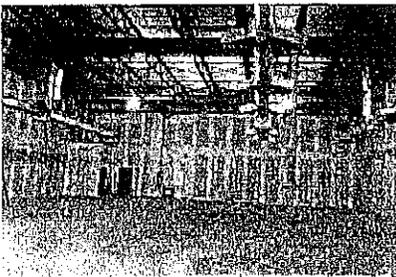
Smash Burger ~ Milford, CT



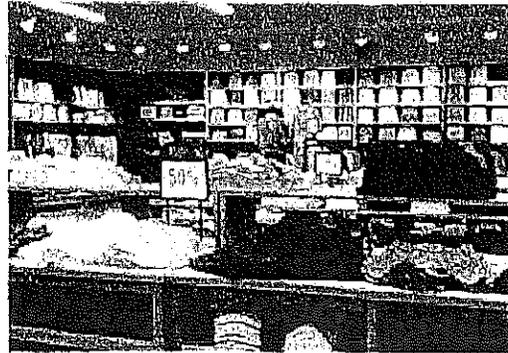
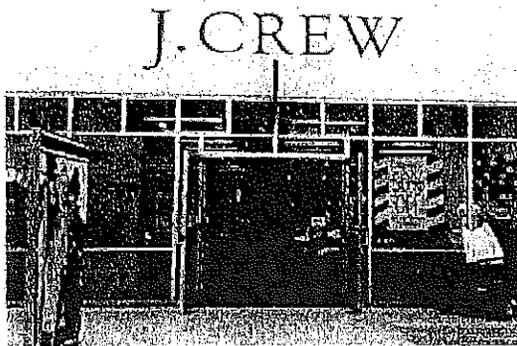
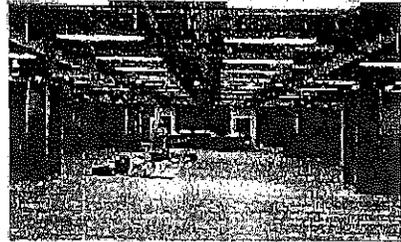
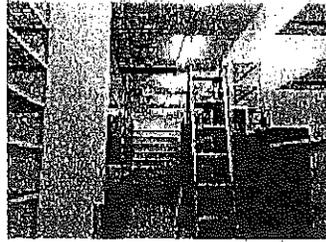
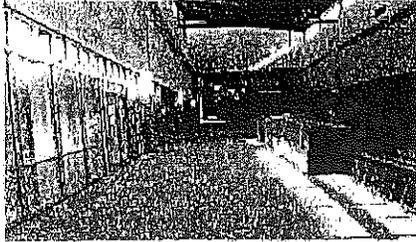
Comix ~ Mohegan Sun, Montville, CT



J Crew ~ Tanger Outlets, Foxwoods



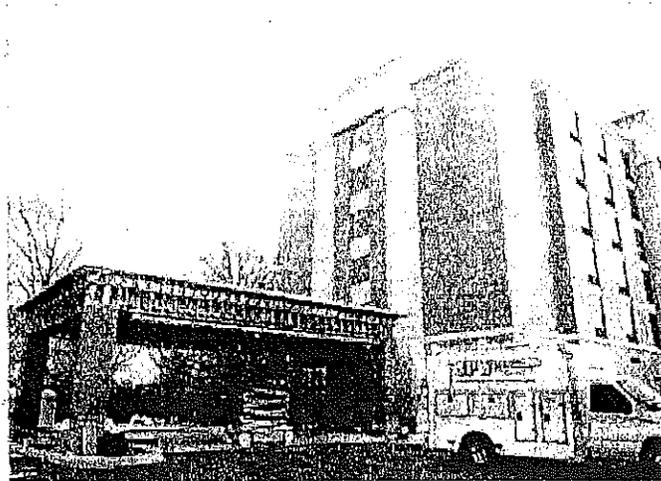
J Crew ~ Tanger Outlets, Foxwoods



Hampton Inn ~ Norwich, CT

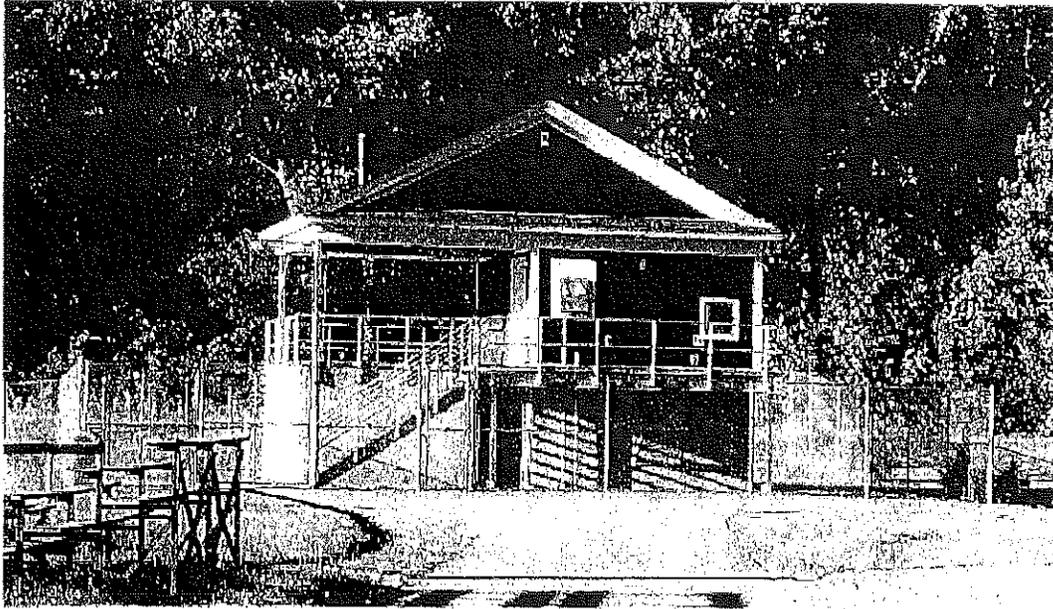
NORWICH

Hotel closer to completion



Workers are building benches on a compact, precast concrete structure of the Hampton Inn that was set for years and is now being finished on Route 62 in Norwich, Conn. (Photo by Tom McLaughlin, Associated Press)

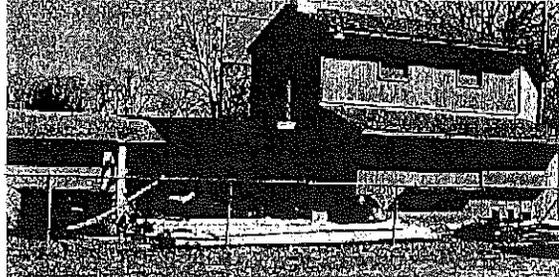
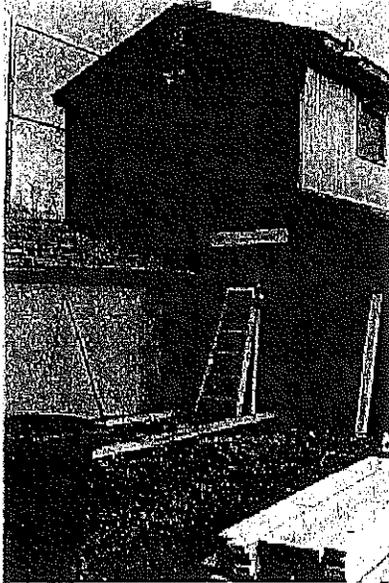
Pump House ~ Sprague, CT



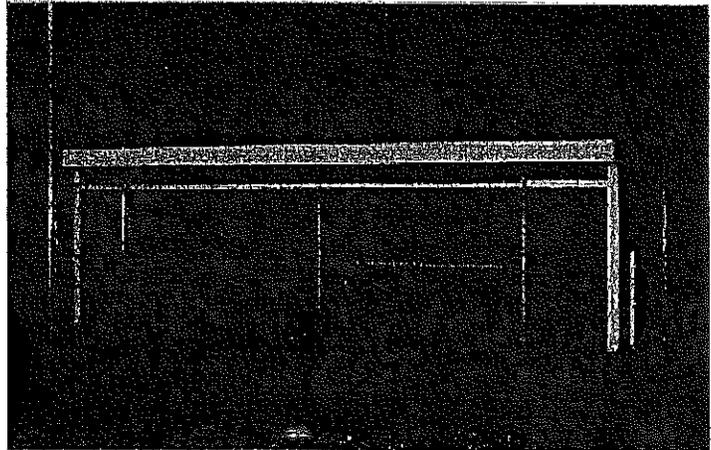
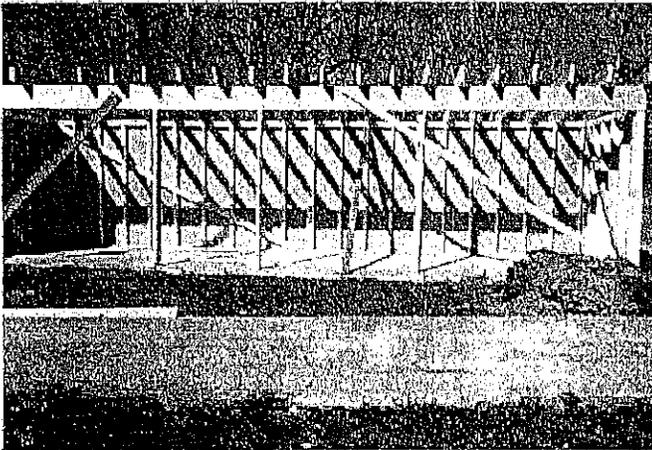
Navy Base ATRP Housing Renovations ~ Newport, RI



Frink Field Stairs ~ Canterbury, CT



Dugouts ~ Canterbury, CT



Previous Residential Projects

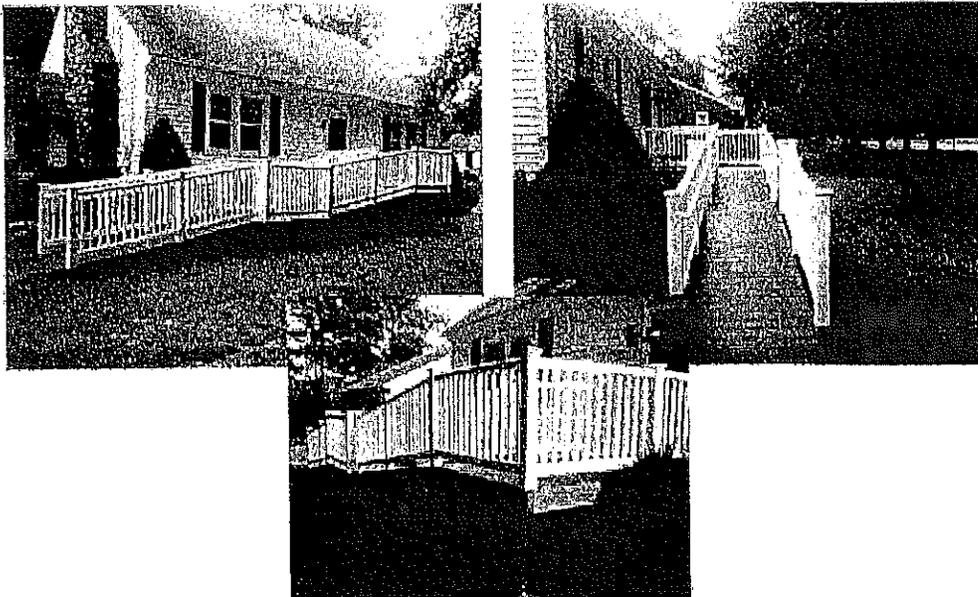
New Construction ~ Waterford, CT



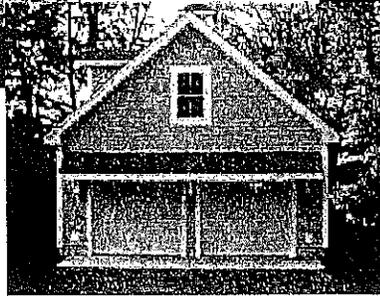
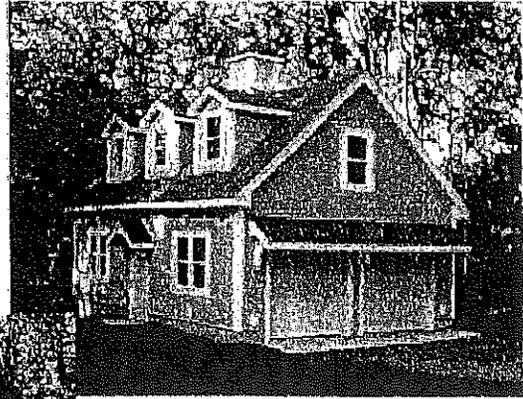
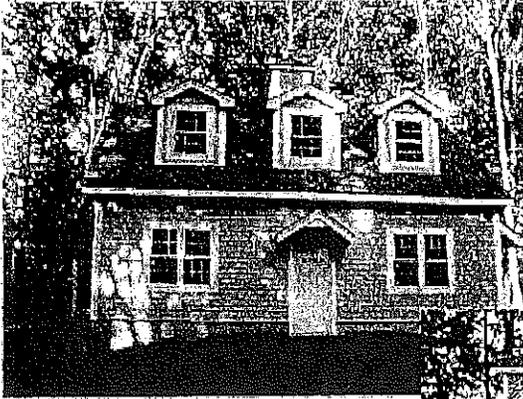
New Construction ~ Canterbury, CT



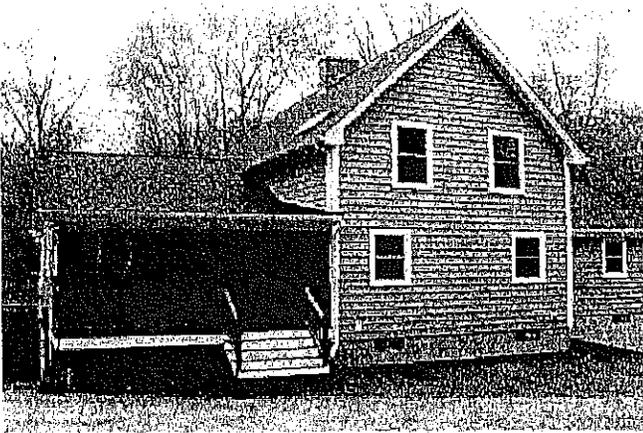
ADA Accessibility Wheelchair Ramp ~ Colchester, CT



New Construction ~ Bozrah, CT



New Construction ~ Brooklyn, CT



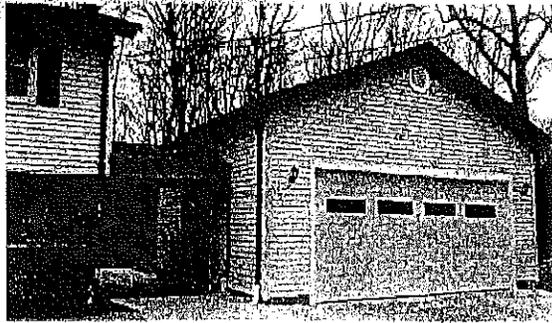
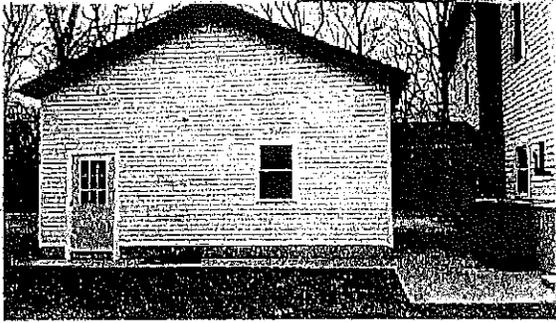
New Home ~ Old Saybrook, CT



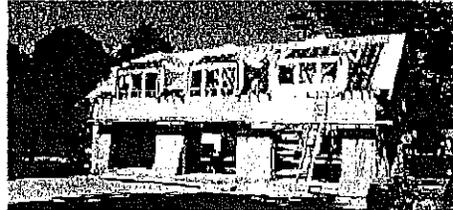
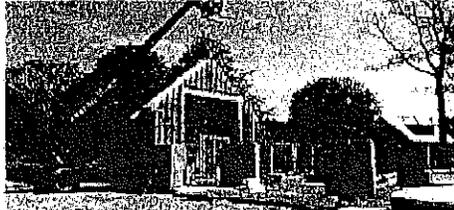
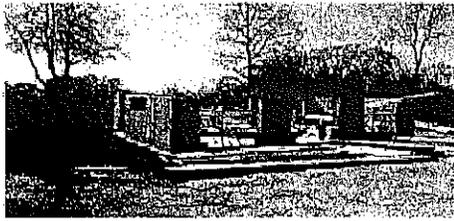
Deck ~ Griswold, CT



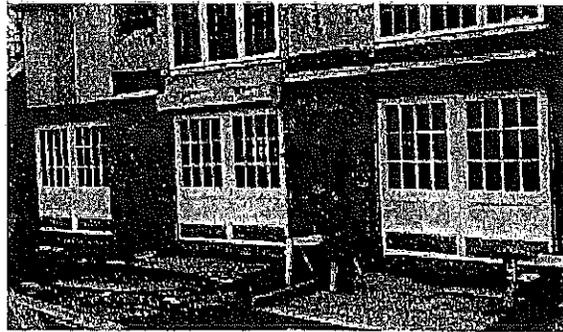
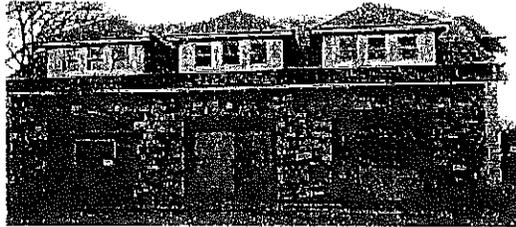
Garage ~ Montville, CT



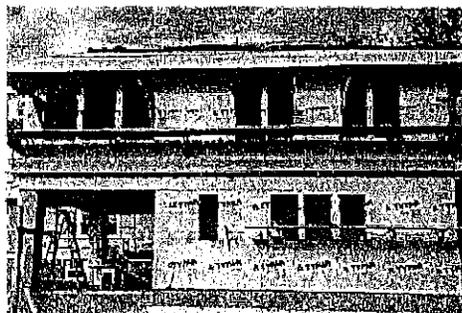
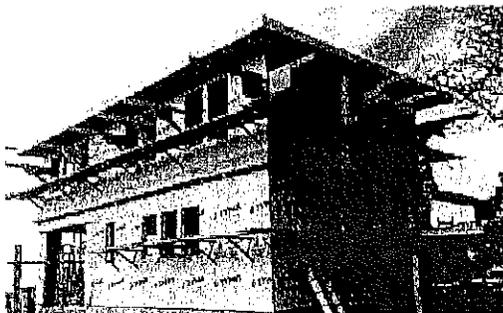
New Garage ~ Watch Hill, RI



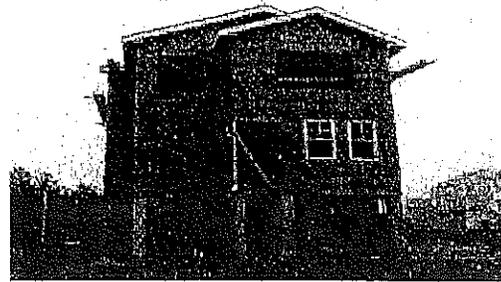
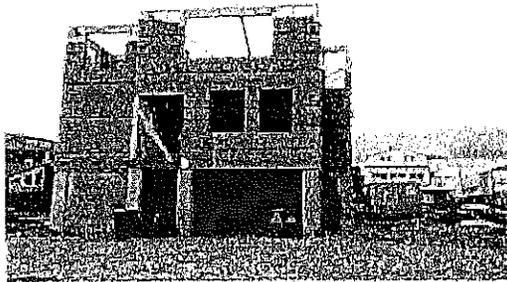
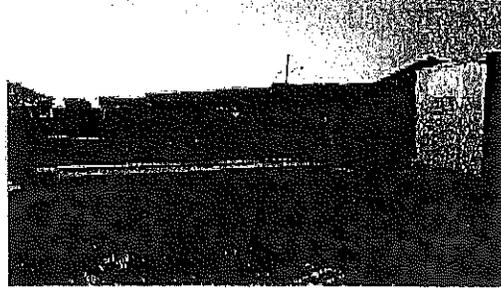
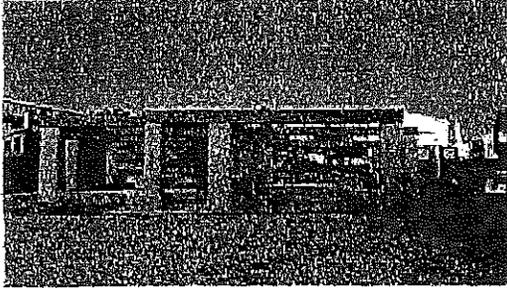
Garage Door Installation ~ Watch Hill, RI



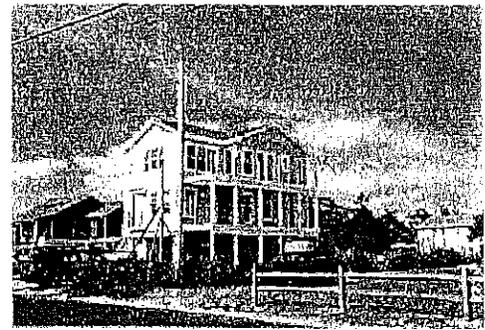
Pool House ~ Watch Hill, RI



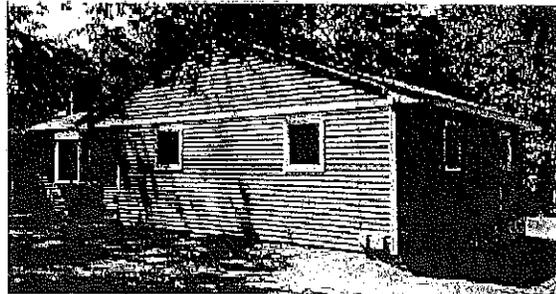
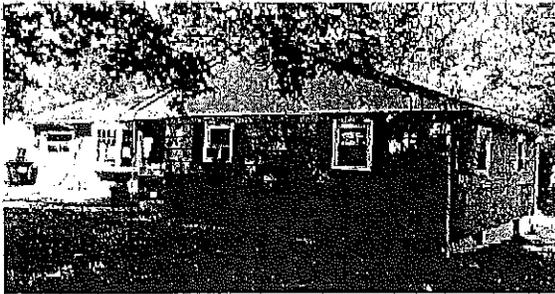
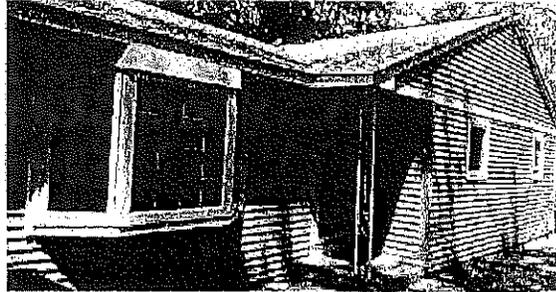
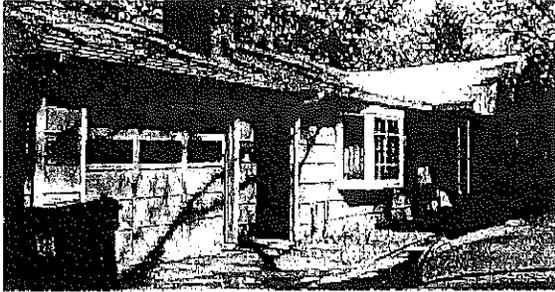
Beach House ~ Westerly, RI



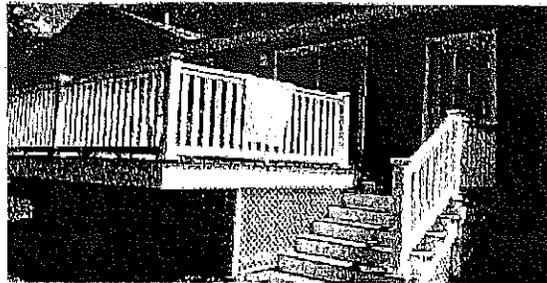
Beach House ~ Westerly, RI



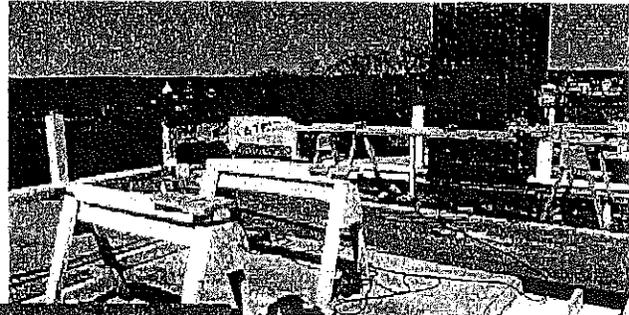
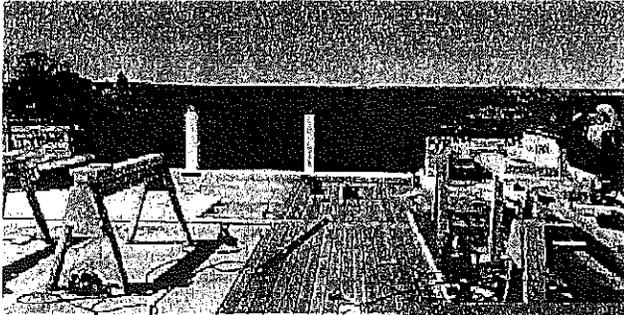
Siding ~ Montville, CT



Siding ~ Montville, CT



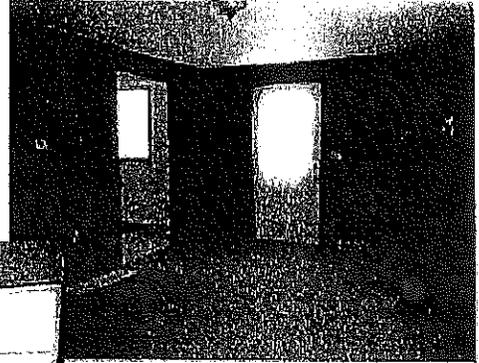
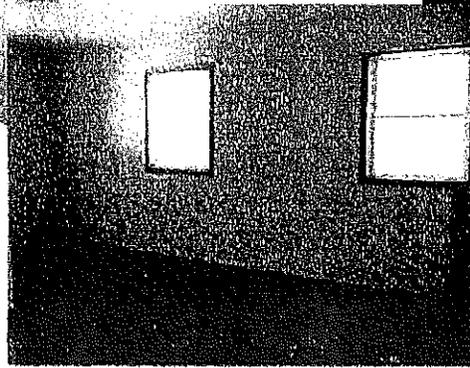
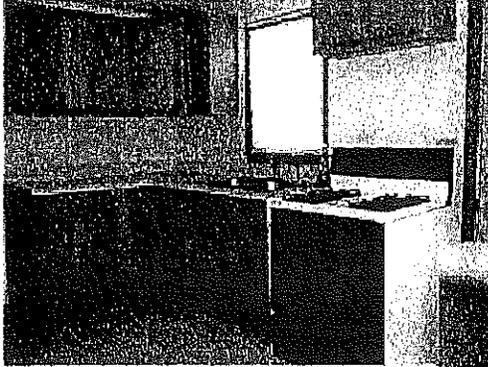
Rooftop Deck ~ Watch Hill, RI



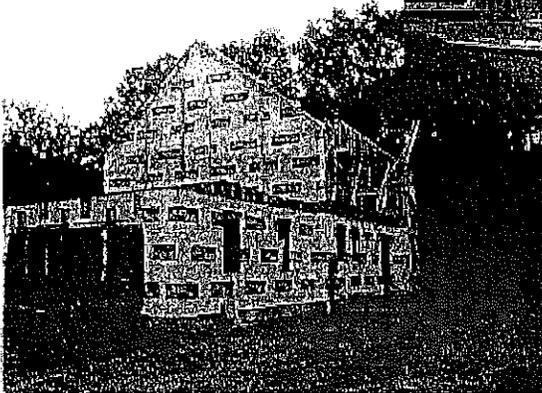
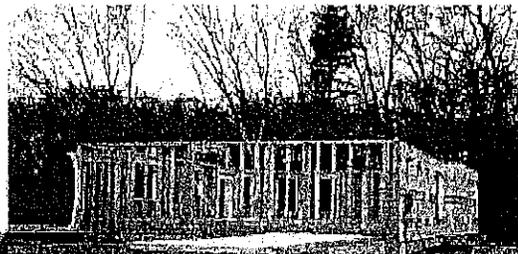
Exterior Stairs ~ Canterbury, CT



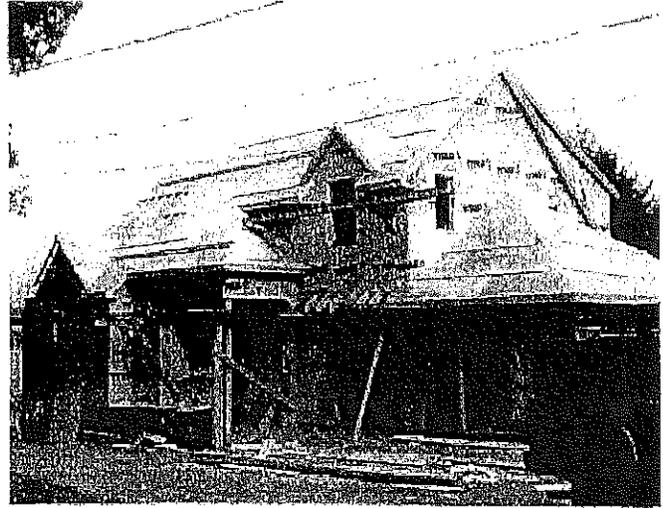
House Renovations ~ Canterbury, CT



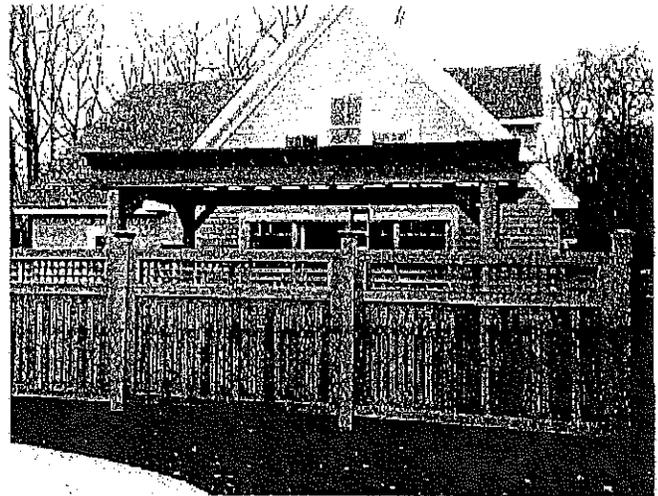
New Home ~ Griswold, CT



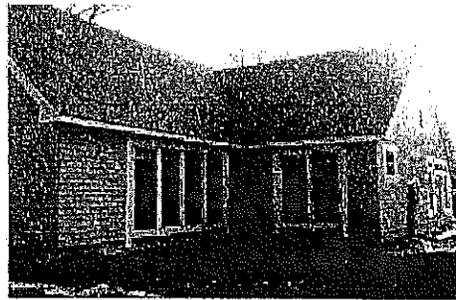
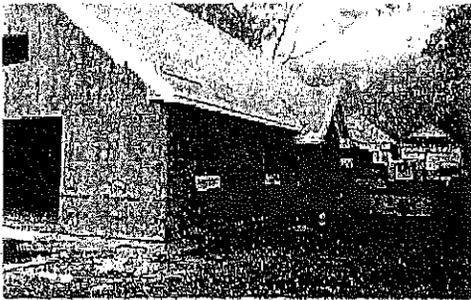
New Home ~ Coventry, CT



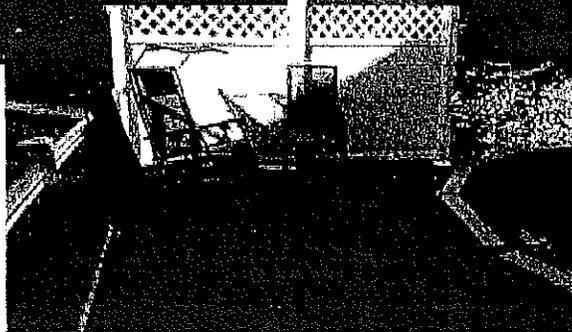
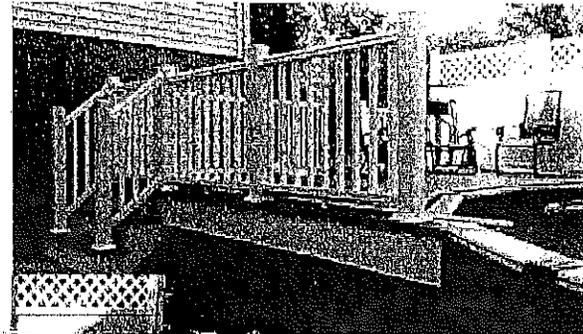
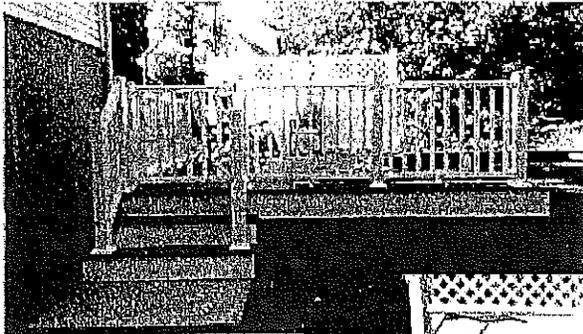
Pergola ~ Niantic, CT



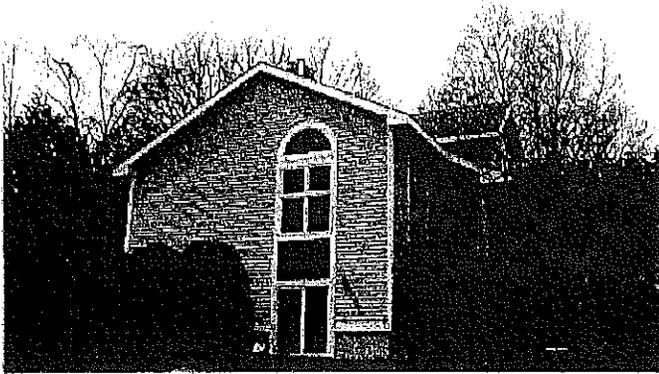
Cedar Shake Siding ~ Niantic, CT



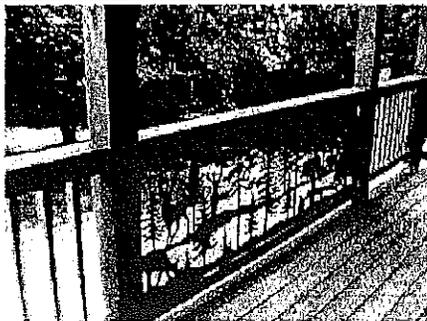
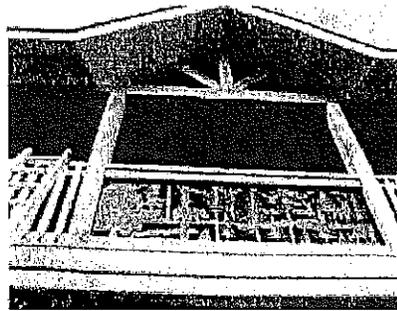
Pool Deck ~ Norwich, CT



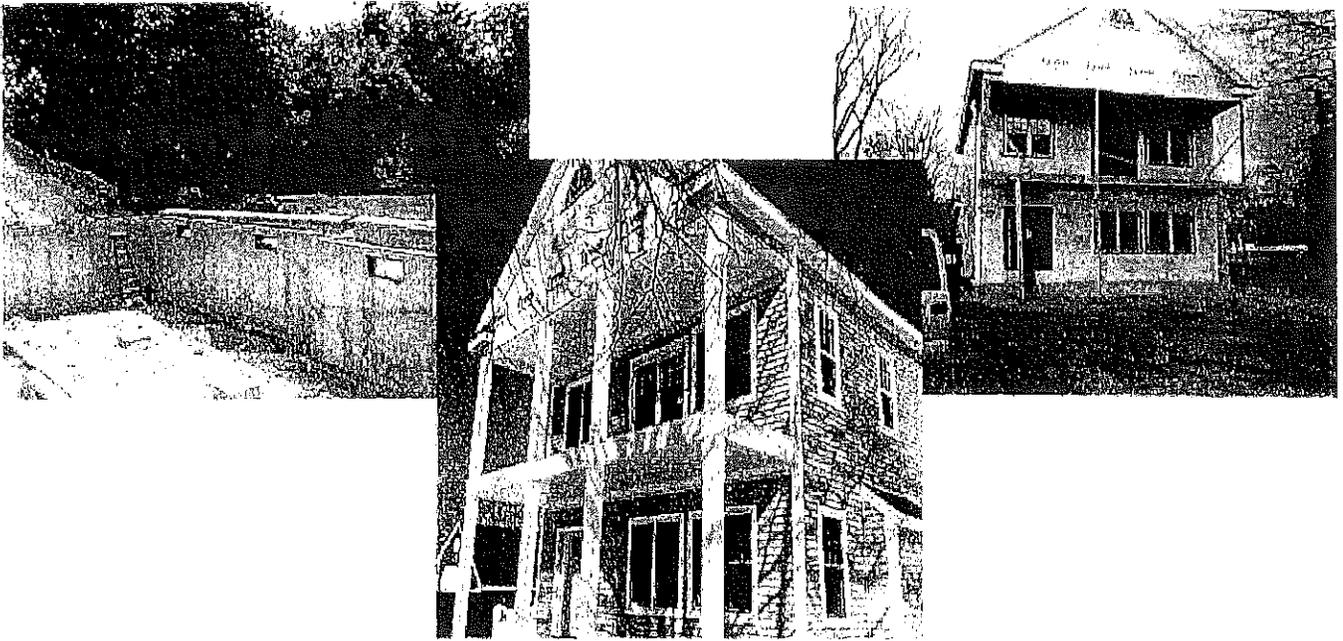
New Roof ~ Norwich, CT



Post & Beam ~ Sterling, CT



New Home ~ Clinton, CT



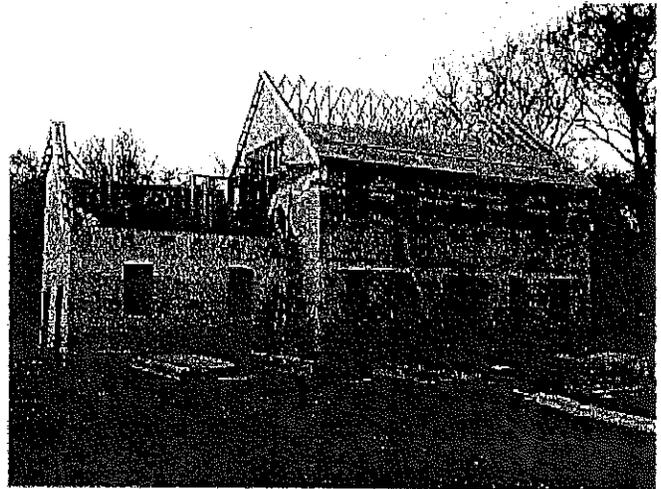
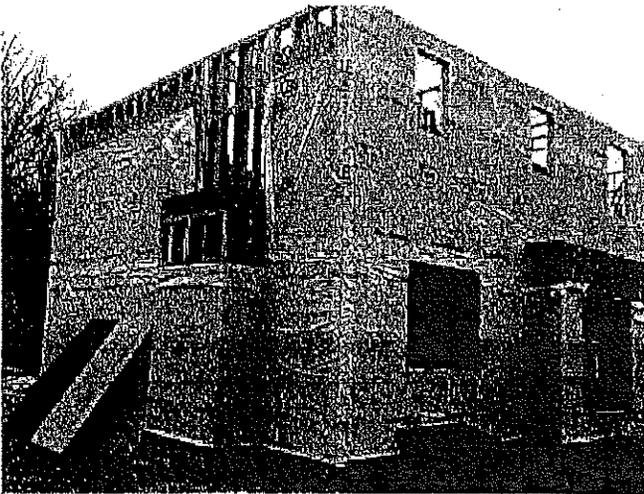
Screen Porch ~ Griswold, CT



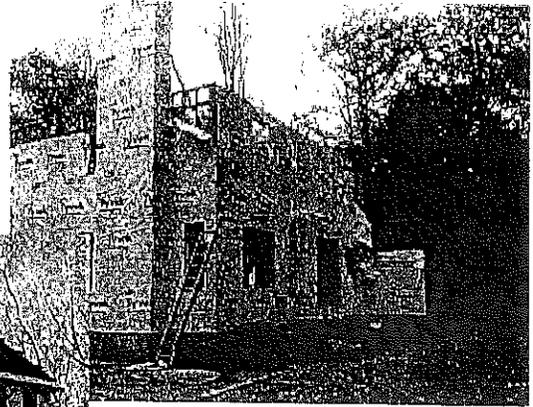
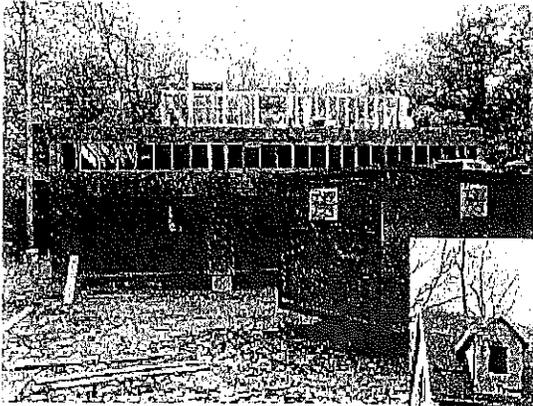
New Home ~ North Stonington, CT



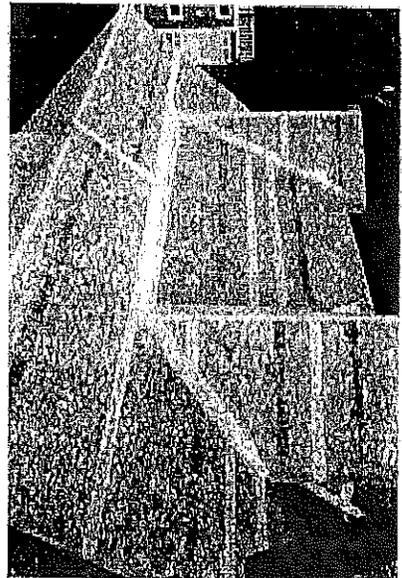
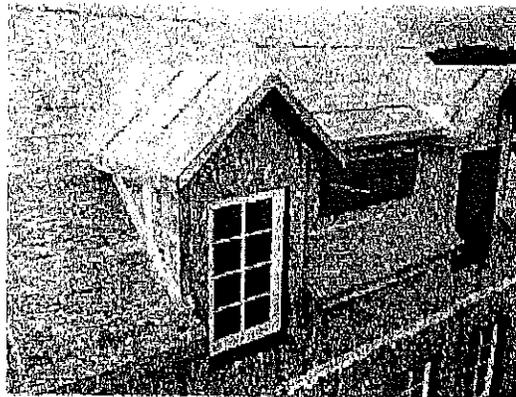
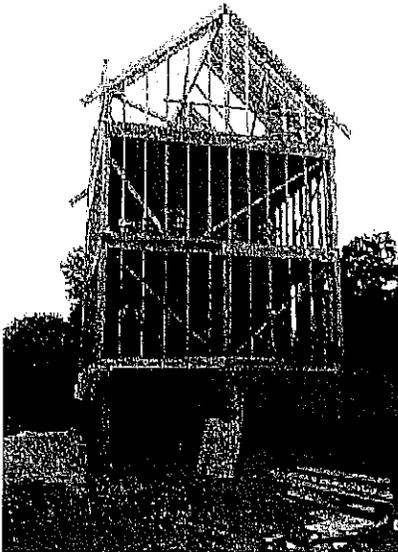
New Home ~ Waterford, CT



New Home ~ Westbrook, CT



Passive House ~ Masons Island





APPENDIX C: COMMITMENT TO NEGOTIATE

Dear William R. Hathaway, Purchasing Agent:

JPW Building, LLC has submitted the attached Proposal in response to a Request for Proposals (RFP) regarding the property at 60 6th Street, issued by the City of Norwich on January 5, 2017

JPW Building, LLC states that the content of the Proposal contains accurate, factual and complete information.

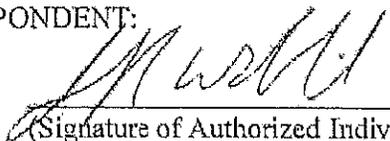
JPW Building, LLC understands that the City reserves the right to proceed directly to negotiation of an Agreement. If the City Council selects the Respondent to engage in negotiation of an Agreement on the project in which the Respondents has expressed interest as noted on Form 2 attached to the RFP, this is to confirm that the Respondent is committed to negotiate in good faith the terms and condition of such Development Agreement(s) with the City through the Board in a timely fashion.

JPW Building, LLC agrees that it will not request assistance from the State of Connecticut for implementation of the project without written consent of the City.

JPW Building, LLC acknowledges that all costs incurred by it in connection with this submission or any negotiation which results therefrom shall be borne exclusively by the JPW Building, LLC.

RESPONDENT:

By:



(Signature of Authorized Individual)
Jeff Warcholik

(Printed Name)

CITY OF NORWICH:

By:

(Signature of Authorized Individual)

(Printed Name)



APPENDIX D: ALTERNATIVE WORK PRACTICE

This was not included as part of the bid forms received. However, it is showing in the table of contents in the bid package.

SCHEDULE C

THIS IS TO CERTIFY that the following is a true and attested copy of a resolution adopted by the Council of the City of Norwich at a meeting held on April 17, 2017, and that the same has not been amended or rescinded:

WHEREAS, the Council of the City of Norwich, by resolution adopted December 19, 2016 accepted the recommendation of the 60 Sixth Street Committee that the property at 60 Sixth Street be sold; and

WHEREAS, the Council by this resolution appointed the 60 Sixth Street Committee the 60 Sixth Street Committee of Sale to arrange to offer the property for sale by the methods it found most prudent and feasible, to identify prospective purchasers for the property and to make a recommendation or recommendations with respect to any proposed sale to the Council of the City of Norwich for its consideration and approval; and

WHEREAS, the 60 Sixth Street Committee of Sale developed and issued a Request for Proposals soliciting prospective developers of said property, reviewed the proposals it received, conducted interviews, and having completed its selection process, recommends to the Council of the City of Norwich JPW Building LLC as its choice to develop said property.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that, JPW Building LLC be and hereby is designated as the preferred developer for the 60 Sixth Street property subject to its reaching a draft development agreement with the City of Norwich within 100 days of the date hereof; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that City Manager John Salomone be and hereby is authorized and directed by the Council of the City of Norwich to negotiate a development agreement satisfactory to him with JPW Building LLC, and to present the same to the council for its consideration and approval on or before the first meeting of the council in September 2017; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF NORWICH, that the 60 Sixth Street Committee of Sale in order to oversee the development of 60 Sixth Street until such time as the development is completed and approved by the City of Norwich or the council has not timely received a draft development agreement or has rejected the draft development agreement or any subsequent proposed development agreement with this developer.

Dated at Norwich, Connecticut this 18th day of April 2017.

ATTEST: 
Roseanne Muscarella
Assistant City Clerk