



**DEPARTMENT OF FINANCE
OFFICE OF PURCHASING**

May 4, 2010

The City of Norwalk is soliciting proposals from Architectural Design Firms to provide Design Services for Norwalk Health Department Renovations. Your firm is invited to provide a proposal for these services. Following are the requirements that specifically apply to this project.

REQUEST FOR PROPOSALS RE: DESIGN SERVICES – NORWALK HEALTH DEPARTMENT RENOVATIONS		
PROJECT NUMBER	2963	
DUE DATE	2:00 PM	May 25, 2010
SITE LOCATION:	Norwalk Health Department 137 East Avenue Norwalk, CT 06851	

RFP DOCUMENTS are available upon receipt of this invitation on the Internet at <http://www.bid.ci.norwalk.ct.us> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided at the bottom of the Internet bid page. The document number to request will be the same as the project number indicated above.

A MANDATORY PREBID CONFERENCE for this project will be held at 11:00 am, May 13, 2010, at the Norwalk Health Department, 137 East Avenue, Norwalk, CT 06851. A walk-through of the site will follow the meeting.

All questions regarding this Request for Proposal (RFP) must be directed in writing, via e-mail to David Carroll, Purchasing Officer, dcarroll@norwalkct.org. The deadline for submission of questions is 2:00PM, May 17, 2010.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Yours truly,

David Carroll
Purchasing Officer

SECTION 1 – PROJECT SPECIFICATIONS

Project Description:

The Norwalk Health Department Building is located at 137 East Avenue, Norwalk, Connecticut. The Health Department building is approximately 24,300 total square feet. This three-story brick building with concrete block interior walls was constructed in 1967.

The successful firm will be expected to provide engineering design services to create specifications and site plans to install the Ceiling Grids, Ceiling Tiles, Carpet/VCT, Examination Room Cabinets, Painting Walls and Trim, Windows, & Exterior Doors currently at the site.

The preliminary design budget for this project is approximately \$15,000.00, with a total project budget of \$200,000.00 including all soft costs and project contingencies.

The City of Norwalk is soliciting a Request for Proposals from professional firms licensed in Connecticut stating their ability to provide design services, construction plans, specifications, cost estimating and project oversight for the installation of these systems.

Project responsibilities will include:

- Prepare a detailed scope of work for the City's review and approval.
- Prepare and expedite all permits, as required by City and or the State.
- Complete design of proposed project including survey of existing conditions.
- Conceptual design with alternatives.
- Preliminary design/Design development with cost estimates.
- Prepare final design, construction drawings, specifications and bid package.
- Oversee bid process and bid evaluation
- Construction administration through completed installation

Proposal submission material should include:

Firm's experience in the design and construction of similar projects.

Statement of the Firm's size and qualifications of personnel to be assigned this project including the Project Manager.

Relevant experience in working with client groups that included public health care professionals, building management personnel and governmental authorities, etc.

Proposed fees for these services

The anticipated selection schedule is as follows:

RFP Pre-Proposal Conference	10:00am	May 13, 2010
RFP Questions – Deadline for	05:00PM	May 17, 2010
RFP Responses:	02:00PM	May 25, 2010
Award recommendation	week of	May 31, 2010

The anticipated work schedule is as follows:

Completion of Technical Information Gathering execution	Within 30 days of contract execution
Completion of Preliminary Plan Development execution	Within 45 days of contract execution
Completion of Final Design execution	Within 60 days of contract execution

Proposals (6 copies) must be submitted to Norwalk City Hall, Purchasing Department, Room 103, 125 East Avenue, Norwalk Connecticut 06856-5125 by 2:00PM, May 25, 2010.

A RFP PREBID CONFERENCE will be held at 10:00AM, May 13, 2010, at Norwalk Health Department 137 East Avenue, Connecticut 06856-5125.

Scope of Services

The City of Norwalk is soliciting proposals from Architectural Design Firms to provide Design Services for Norwalk Health Department Renovations including replacement of Ceiling Grids, Ceiling Tiles, Carpet/VCT, Examination Room Cabinets, Painting Walls and Trim, Windows, & Exterior Doors.

The awarded Firm shall assist in preparing bid documents including, but not limited to, technical specifications, site plans, special conditions, bid form, etc. Front end of the bid documents will be provided by the City. The Firm shall provide a second construction cost estimate during the Construction Document Phase.

First Floor

The First Floor is to include new flooring at the front entry lobby, waiting room, hallways, offices, and examination rooms, break rooms and kitchenette. The existing first floor restrooms floors are ceramic tile and are to remain and are not part of this work scope. The renovation is to include wall paint for offices (not including waiting rooms, corridors and examination rooms). Ceiling tile and ceiling grid installations will be entirely replaced. All windows and window treatments will be replaced. Exterior doors will be replaced. The doors on the parking lot side of the building will be replaced with units operated by motion sensors. Cabinetry in the three examination rooms will be replaced.

Second Floor

The Second Floor is to include new flooring at the existing corridors, common spaces, offices, and female employee bathroom. The renovation is to include wall paint in the space occupied by the Norwalk Health Department (approximately 50% of the area). Ceiling tile and ceiling grid installations will be entirely replaced. All windows and window treatments will be replaced.

Note: Both the First and Second Floors ceilings shall be replaced. The existing ceiling diffusers, speakers, lighting, heat & smoke detectors are to remain and to be retro-fitted into the new ceiling tiles.

Proposal submissions shall include pricing for the following professional services to be rendered.

I. Technical Information Gathering -

A. The Successful Firm will organize an initial meeting with appropriate staff from the Norwalk Health Department and City of Norwalk representatives as identified by the City to discuss and coordinate renovation/construction objectives and processes regarding this project, including, permitting, etc.

II. Plan Development – The Firm will use information obtained and recommendations developed from preliminary meetings to complete preliminary design options of the proposed renovation. The preliminary review of the design with City Staff from the Norwalk Health Department and City representatives will include:

A. Design options including estimated material and equipment, life cycle costs and installation budget;

B. Coordinate hazardous materials consultant and abatement technical specifications as needed.

III. Final Design – The Firm will use information obtained and recommendations developed from the Design Review Committee to develop final design for the proposed project, including a project implementation budget.

IV. Bid Process and Bid Evaluation – The Firm will advise the City on the bidding of the Health Department Building renovation project, provide responses to questions by contractors concerning the project's specifications, evaluation of the bid submissions and selection of the successful bidder.

V. Construction Administration – The Firm will provide project management for the project installation process.

Evaluation of Response:

Evaluation of responding firms or team of firms will be based on the following criteria:

1. Firm's experience in the design and installation of similar facilities.
2. Statement of the Firm's size and qualifications of personnel to be assigned this project including the Project Manager
3. Relevant experience in working with client groups that including governmental authorities, health care authorities and building management personnel.
4. Ability of responding firm or team to provide all of the professional services required for the successful completion of the Project.
5. Proposed project timeline schedule of work to be provided
6. Proposed fee structure.

Section 1.1 INSURANCE REQUIREMENTS

The Architect shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Architect's policies.

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Architect performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Architect performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Architect shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Architect in connection with the services performed under this contract the Architect shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

Valuable Papers Insurance. The Architect shall secure and maintain until the complete design has been accepted by the Director and all original tracings, design computations, survey data, and other documents or data have been presented to the City and the Director, a Valuable Papers insurance policy to assure the City that all records, papers, maps, statistics, survey notes, all tracings, design and other data or documents related to the Project will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by the City, the Architect shall retain in its possession duplications of all survey plans and field notes.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Architect shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, Architect shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project. Architect's failure to maintain such insurance coverage in accordance with the terms of this Agreement shall constitute a breach hereof and shall subject the Architect to liquidated damages in the amount of ten percent (10%) of the total contract price.

Acceptability of Insurers: The Architect's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable by the City's Risk Manager.

Subcontractors: The Architect shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Architect shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Architect agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Architect.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Architect to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Architect and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the

performance of the contract shall include the City as Additional Insured but only with respect to the Architect's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this contract, the Architect shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Architect's commencement of services under this contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

The Architect shall be required to file with the City's Corporation Counsel a certificate of insurance, executed by an insurance company satisfactory to the Corporation Counsel and in an acceptable form, stating that, with respect to the Project, the Architect carries insurance in accordance with the above-stated requirements and names the City of Norwalk as additional insureds and indicating that such coverage shall not be amended or cancelled without thirty (30) days prior notification to the City.

Section 1.2

The following document is the City's standard architectural services contract produced by the City of Norwalk's Corporation Counsel. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel.

AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
FOR ARCHITECTURAL SERVICES
REGARDING

THIS AGREEMENT, entered into this _____ day of _____, 20__, by and between the **CITY OF NORWALK**, acting herein by Richard A. Moccia, Its Mayor, duly authorized, (hereinafter referred to as the "City"), and _____, a professional architectural firm properly licensed pursuant to the requirements of Chapter 390 of the Connecticut General Statutes; having offices at _____, acting herein by _____, Its _____, duly authorized (hereinafter referred to as the "Architect").

WITNESSETH THAT:

WHEREAS, the City intends to undertake the _____ (collectively the Project Site); and

WHEREAS, the City has determined that it needs professional architectural and engineering services for the design and construction of the Shady Beach Bath House Renovation project (Project); and

WHEREAS, the City has selected the Architect to perform the required professional services based on the Architect's representations that it is well qualified, capable and willing to perform such services as set forth herein, in a timely and professional manner, in the best interests of the Project; and

WHEREAS, the compensation to be paid to the Architect under this Agreement is comparable to the compensation paid for similar services within the State of Connecticut.

NOW, THEREFORE, the City and the Architect, for the consideration and under the terms and conditions hereinafter set forth, hereby agree as follows:

Article 1: Employment of the Architect/Identification of Parties

101. The City hereby engages the Architect based on the Architect's representations that it is duly qualified to perform the necessary and desired services in a skillful, professional and timely manner. The Architect hereby agrees to perform the services hereinafter set forth in a professional and skillful manner consistent with all applicable codes, regulations, requirements and standards of practice. The principal in charge of the services to be undertaken by the Architect pursuant to this Agreement shall be _____, or such other qualified person as may be designated by the Architect and accepted in writing by the City.

102. The Recreation & Park Department, or a designated representative, (hereinafter the Director) will direct the performance of the services under this Agreement on behalf of the City.

103. The Architect shall perform the services set forth under this Agreement in a timely, professional and skillful manner; in accordance with generally prevailing standards of care and due diligence within its profession.

104. The Construction Manager for the Project is _____, which shall perform the scope of services, according to the terms set out in the Agreement between the City and _____ for this Project.

Article 2: Scope of Services

Basic Services

201. The Basic Services to be performed by the Architect under this Agreement shall be divided into three phases; i.e., the Design Phase (consisting of Preliminary Design and Final Design/Documents Phase), the Bidding or Negotiation Phase, and the Construction Administration Phase, as they are set forth in Sections 206 through 210 hereof, as well as the "Request for Architectural Services - re: _____", and the Architect's Proposal dated _____, both of which documents are attached hereto and made a part hereof as Exhibits A and B respectively. The City may, from time to time, request changes in the scope of services of the Architect to be

performed hereunder. Such changes may include Additional Services set forth in Section 211 hereof, and other special services necessary to complete and implement the Project. Additional Services shall be performed only at the specific written request of the Director. Any increase or decrease in the amount of the Architect's compensation resulting from a change in the Scope of Services which is mutually agreed upon by and between the City and the Architect, shall be incorporated in written amendments signed by both parties to this Agreement.

202. Any and all designs or other documents submitted by the Architect hereunder shall conform to all applicable provisions of Federal, State and local laws and regulations affecting methods of construction and materials, applicable zoning regulations, fire safety regulations, State Building Code requirements, and the requirements of both the Occupational Safety and Health Act of 1970 (OSHA) and the Americans With Disabilities Act of 1991 (ADA). The Architect shall indemnify the Director, and the City for any and all damages arising from its plans or other documents which do not conform to the applicable provisions of laws and regulations, including those regulations pertaining to OSHA and the ADA, or to prevailing professional standards and practices irrespective of whether the Director or the City has approved such plans or documents. Failure of the plans and documents to conform to such laws and regulations shall be considered to be a failure on the part of the Architect to properly and adequately perform under the terms of this Agreement.

203. In providing the services required under this Agreement, the Architect shall coordinate with the Construction Manager and meet with the Director, representatives of the City, as well as with the Director, as often as reasonably necessary to make presentations regarding the program, budget and design for the Project, and shall also be available upon request to consult with various departments of the City, and to meet with other persons or entities, including Federal or State officials. The Architect shall assist the City in obtaining the required review of the Project design and approval of design and reimbursement by the State of Connecticut.

204. The Architect shall manage the Architect's services and assist in the administration of the Project. The Architect shall consult with the City, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the City and the Construction Manager.

205. Unless otherwise specified in the Agreement, all final approved documents and bidding materials required to be

submitted under this Agreement shall be submitted in four (4) hard copies and electronic media. With respect to final plans and specifications submitted under Sections 206 through 208, the Architect shall provide all documents in electronic media (latest version of AutoCad and MicroSoft Word as well as two copies of reproducible black line drawings and text.

206. All of the materials prepared by the Architect under this Agreement including partially completed documents shall be sole and exclusive property of the City upon payment of fees due the Architect under this Agreement, and the Architect shall label all drawings and documents accordingly.

207. Preliminary Design Phase

A. The Architect shall conduct all necessary field investigations of the Site in order to verify all data and information provided by the City, to assess existing conditions that would potentially impact the Project and to identify all Project requirements. The Architect shall also meet with representatives of the City, the Director and the City to discuss alternative approaches to design and construction of and to determine the objectives and requirements for the Project. The Architect shall be responsible for developing plans for the Project in order to accomplish the goals of the City. Based on a mutually agreed-upon schedule and construction budget, the Architect shall prepare and submit for approval by the Director Schematic Design documents.

B. The Architect shall prepare and submit estimated construction costs for the Project based upon the completed Schematic Design. Such estimates shall be reviewed by the Director for approval as being within the funding appropriated and budgeted for the Project. The Architect shall coordinate with the Construction Manager in order to evaluate alternative materials, building systems and equipment, and other considerations based on the agreed-upon program, budget and basic requirements for the design and construction of the Project. With this information the Architect shall develop a revised cost estimate to be submitted to the City for approval.

C. All plans, drawings and documents prepared by the Architect pursuant to this Agreement shall be submitted to the Director for review and approval within the agreed-upon time schedule. In the event that any of the submitted materials are disapproved, or additional material is required in order to properly review the submission, the Architect shall revise such disapproved work or provide the additional required material at its own cost and expense and submit the revised work or the additional required material

for review and approval, which approval shall not be unreasonably withheld. Provided, however, the Architect shall not be required to make revisions at its sole cost and expense where the revisions are based upon a change in the scope of services initially given to the Architect, or a change in Project requirements.

D. The Architect shall work with the Construction Manager to develop time schedule for design development, bidding, and construction of the Project in order to meet the City's time requirements for completion of the Project by no later than _____.

208. Final Design/Documents Phase

A. The Architect shall consult with the Construction Manager and the Director to determine any changes and refinements in the Project subsequent to their review. Based upon 1) such additional information from the Director, 2) the approved Schematic Design documents, and 3) the approved limit of probable construction cost, the Architect shall prepare and submit for approval by the Director sealed construction drawings, complete technical specifications, and all documents required for bidding and completed construction of the Project. The Architect shall obtain from the City's Purchasing Agent the City's standardized Bid Documents, Instructions to Bidders, and Standard Specifications, and shall be responsible for incorporating all such documents, together with documents provided by the Construction Manager, and any and all relevant test data, surveys and other information related to the Project with the technical specifications prepared under this section (the Construction Contract Documents).

B. The Architect shall make final revisions and adjustments to the Construction Contract Documents based upon input by the Construction Manager and the Director, and shall advise the Director of any resulting adjustments to previous preliminary estimates of construction costs.

C. The Architect shall prepare and submit any and all documents in such form and quantity required to secure all necessary approvals of Federal, State, local officials and all other governmental authorities having jurisdiction over the Project, including, any local building permits as necessary.

D. The Architect shall prepare and submit for approval a final estimate of probable construction cost based upon the approved Construction Contract Documents. In the event the total of the final cost estimate exceeds the funds authorized for the construction on behalf of the City or, if the City and Architect cannot agree on an estimate of the

cost of the proposed construction, the Architect shall, as part of the Basic Services required hereunder, revise the construction documents to bring the total cost estimate within the Approved Project Budget for Construction Costs or to meet another figure designated by the City.

E. The services shall be performed by the Architect during this phase pursuant to an estimated time schedule agreed upon by the Architect and the Director.

F. Cost estimates are to be kept confidential and the Architect agrees to take all reasonable steps to ensure that no cost data will be disclosed to any party other than the Director. Any disclosure of cost data is deemed to be a breach of this Agreement and will, accordingly, subject the Architect to liability for all legal damages arising from said breach.

G. The services to be performed during the Preliminary Design Phase and Final Design/Document Phase shall be completed no later than _____.

209. Bidding or Negotiation Phase

A. Upon approval by the Director of the materials submitted under the Final Design Phase, as revised if necessary, the Architect shall furnish the Director with four (4) complete sets of the following documents, as a part of Basic Services. At the request of the Director, the Architect shall furnish additional complete sets sufficient for bidding purposes, in accordance with Section 212 hereof.

1. Working drawings;
2. Contract conditions and specifications;
3. Bidding forms, which may include, at the discretion of the City, requests for bids for alternates and/or for unit prices of various construction elements.

B. The Architect shall coordinate bidding for the Project with the Project Construction Manager and the City's Purchasing Agent, shall review all bids received and shall cooperate with the Construction Manager in making recommendations as to the award and preparation of the construction contracts.

C. In the event the lowest responsible bid received exceeds the latest Approved Project Budget for Construction Costs by five percent (5%) or more, the Architect shall, upon the request of the Director and within fifteen (15) days of such request, work with the Construction Manager to recommend methods and alternatives to bring the Construction

Costs within the Approved Project Budget for such Construction Costs or such other amount as the Director may direct and shall consult with the Director, Director , and the construction contractor, as required, in an effort to reach a satisfactory contract price. All such services, consultations, and revisions to contract documents shall be performed as part of the Basic Services required under this Agreement.

210. Administration of the Construction Contract

A. The Architect's responsibility to provide Contract Administration Services for the Construction Phase under this Agreement commences with the award of the Construction Contract for the Project and terminates upon the approval by the City of final payment to the Construction Contractor and the issuance to the City of a Final Certificate of Occupancy for the Project.

B. The Architect shall provide all services needed for the administration of the Construction Contract and the implementation of the plans and design of the Project in conformity with the requirements of Connecticut General Statutes Section 29-276c, as may be amended from time to time.

C. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Director and the City.

D. The Architect shall be a representative of and shall advise and assist the Director, the Construction Manager, Director and the City in connection with the administration of the Project, 1) during construction until final payment to the Construction Contractor is made, a Final Certificate of Occupancy is issued for the Project, and the Project is finally closed out and 2) during the course of any needed corrective work as an Additional Service at the City's and Director's direction from time to time. The Architect shall attend regular job meetings and shall assist the Construction Manager in keeping a record of all that transpires at each meeting related to the Project.

E. The Architect shall visit the Project Site at intervals appropriate to each stage of construction, as shall be agreed to by the Director, the Director and Architect in writing, so as to enable the Architect to become familiar with the progress and quality of the construction work (hereinafter the Work) and to determine if the Work is being performed in accordance with the Contract Documents. On the basis of such on-site observations, the Architect shall keep the Director and Director informed of

the progress and quality of the Work, and shall guard against all defects and deficiencies in the Work. The City and the Director shall be notified immediately by the Architect in the event that any Work which the Architect observes or has knowledge of does not conform to the applicable Contract Documents, or any other applicable regulations, codes, requirement and standards of practice.

F. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, insofar as these are solely the Construction Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Construction Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents.

G. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

H. Based on the Architect's observations and evaluations of the Work in terms of its conformity with the requirements of the Construction Contract Documents and applicable codes, regulations, requirements and standards of practice, the Architect shall review the Construction Contractor's Applications for Payment and certify the amounts due the Construction Contractor for Work satisfactorily and properly completed.

I. The Architect's certification of any Application for Payment shall constitute a representation, based on the Architect's observations at the Site as provided in Paragraph E and on the data comprising the Construction Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the Work is in all respects in conformity with the Contract Documents. The issuance of a Certificate for Payment shall represent that the Architect has 1) made a reasonable effort for on-site review consistent with common professional practices to check the quality or quantity of the Work, 2) reviewed construction means, methods, techniques, sequences or procedures, or 3) ascertained how or for what purpose the Construction Contractor has used money previously paid on account of the Contract Sum.

J. The Architect shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent and observance of the standards and requirements of the Contract Documents. In the event the Architect

disapproves the Work or any portion thereof, the Architect shall advise the Director and the Construction Contractor immediately of the disapproval and shall inform the Construction Contractor of corrective work necessary, in accordance with the provisions of the construction contract.

K. The Architect shall review and approve or take other appropriate action upon Construction Manager's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for compliance with the approved plans and specifications. In the event any shop drawing or sample fails to comply with approved plans and specifications, the Architect shall indicate any modifications or corrections necessary in order to conform such drawings or samples to the Contract Documents. The Architect is not authorized to approve of any shop drawing that does not conform with the Contract Documents or which, in any way, modifies the applicable requirements. The Architect's action shall be taken with such reasonable promptness as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

L. The Architect shall prepare Change Orders and construction Change Directives, with supporting documentation and data for the Director's written approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work which do not involve an adjustment in the Contract Sum or an extension of the Contract Time and which are not inconsistent with the intent of the Contract Documents, with the approval, confirmed in writing, of the Director, acting by the Director.

M. The Architect shall conduct inspections to determine and document the dates of Substantial Completion and Final Completion of the Project and shall issue a final Certificate for Payment certifying to the City that, based upon such on-site reviews and to the best of the Architect's knowledge and belief, the Work is in material and substantial compliance with the Contract Documents.

N. On written request of the Director, the Architect shall interpret and decide matters concerning performance of the Construction Contractor under the requirements of the Contract Documents. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such

interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both City and Construction Contractor, and shall not be liable for results of interpretations or decisions so rendered in good faith.

211. Project Completion

A. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the contractor and forward to the Director for the City's review and records, written warranties and related documents required by the Contract Documents, and shall issue a final Certificate for Payment based upon a final inspection and certification by the _____ Supplier for the Project indicating that the Work complies with the requirements of the Contract Documents.

B. The Architect's inspection shall be conducted with the City's Construction Manager and the _____ Supplier for the Project, in order to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the contractor of Work to be completed or corrected.

C. When the Work is found to be substantially complete, the Architect shall inform the Director about the balance of the Contract Sum remaining to be paid the contractor, including any amounts needed to pay for final completion or correction of the Work.

D. The Architect shall obtain from the contractor and forward to the Director (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment, (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against third party claims, and (3) maintenance bonds warranting the Work for one (1) year following completion.

E. The Architect shall meet with the City or the City's Construction Manager promptly after Substantial Completion to review the need for facility operation services.

F. Upon request of the City and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall conduct a meeting with the City and the Director to review the facility operations and performance and to make appropriate recommendations to the City.

212. Additional Services

A. Additional Services beyond the scope of the Basic Services shall be performed by the Architect only upon the written authorization on behalf of the City. In the event the Architect does not obtain such written authorization for any Additional Service, the City shall not be liable to the Architect for the cost of any such service.

B. Additional Services under this Agreement may include the following:

1. Providing full-time site representatives or clerks of the works during the construction phase of this Agreement.

2. Making substantial revisions in drawings, specifications or other construction documents after the Director has approved all services to be performed by the Architect under Section 208, because of a major change in the scope or character of the Project; Provided, however, that revisions which are (a) required for purposes of meeting the Approved Budget for Construction Costs, or (b) corrections of, negligence and/or omissions and/or errors of the Architect, will not be deemed to be Additional Services.

3. Providing special services relating to arbitration or legal proceedings, such as appearing as an expert witness and/or preparing testimony for such proceedings; Provided, however, that services performed in the course of any legal dispute arising between the parties to this Agreement shall not be deemed to be an Additional Service.

4. Preparation of special presentation materials such as detailed presentation models or renderings.

5. Preparation of "As-Built" drawings on mylar showing any changes in Construction Contract drawings caused by unforeseeable job conditions and revisions.

6. Providing any other non-architectural professional services requested by the Director for the Project, including, but not necessarily limited to structural, mechanical, chemical and other laboratory tests, specialized consultants not required to perform the Basic Services.

7. Providing special overnight courier service, out-of-state telephone calls; and reproduction of design documents in excess of the required four (4) Basic Services sets.

Article 3: Information and Data

301. The City and Director shall provide the Architect with all information in their possession regarding requirements for the Project and shall use their best efforts to obtain such other information as is needed by the Architect in order to undertake the services required under this Agreement. However, neither the City nor the Director warrant the content or correctness of such information. The Architect shall be responsible for making field inspections to verify all information provided to it.

Article 4: Time Provisions

401. This Agreement shall remain in full force and effect, unless earlier terminated, until construction of all improvements built under this Agreement has been accepted by the Director, a Final Certificate of Occupancy is issued for the Project, and final payment for the same has been made, which acceptance and payment shall not be unreasonably withheld.

402. The Architect shall complete the services to be performed under Article 2 in accordance with a schedule approved by the Director at the time of commencement of services hereunder.

403. The Director may agree to extend the time allotted for performance of this Agreement if a request is made by the Architect and based on unforeseeable reasons beyond the Architect's control. All requests for extensions of time must be made in writing to the Director to be forwarded to the Director within a reasonable time prior to the Architect being in default. The Director's decision regarding the granting or denial of such a request shall be final.

The Architect further agrees that it shall make no claims for damages for any delays or hindrances from any cause whatsoever and that such delays or hindrances, if any, shall be compensated for by an extension of time, as agreed to by the parties hereto.

It is understood and agreed that permitting the Architect to complete the services required hereunder or any part thereof after the date of completion stated in this Agreement, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver by the City or the Director of any rights herein or at law.

Article 5: Compensation

501. Basic Services

The compensation for the satisfactory performance of all of the services set forth in this Agreement shall be _____ DOLLARS AND _____ CENTS (\$ _____).

It is understood by the parties hereto that the City is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement throughout its intended term. Notwithstanding provisions to the contrary, the City may terminate this Agreement at the end of any fiscal period if appropriations or budgeted funds are not available, by giving fifteen (15) days written notice to the Architect that the necessary funding has been denied.

502. Additional Services.

A. The City shall pay the Architect for the satisfactory performance of Additional Services requested by the Director under Section 211 of this Agreement subject to the express written approval of the City and the Director. Additional Services are those services not contemplated by the terms of Section 501 hereof and which are required because of a change in the scope of services or in the nature or extent of the Project. Payment for Additional Services shall be in addition to the total compensation set forth in Section 501. As such, the parties understand that payment for Additional Services is subject to proper authorization from the City's Common Council and appropriation of funding.

If Additional Services to be compensated based on hourly rates, the following rates shall apply:

1. For services performed by the Principal Project Architect, compensation shall be based upon the hourly rate of _____ Dollars (\$ _____) per hour.
2. For services performed by the CAD Draftsman compensation shall be based upon the hourly rate of _____ Dollars (\$ _____) per hour.
3. For services performed by Clerical personnel compensation shall be based upon the hourly rate of _____ Dollars (\$ _____) per hour.
4. For services performed by outside consultants or subcontractors, payment shall be based upon the invoice cost to the Architect for such services plus _____ percent (___%).

5. For out-of-state telephone costs, overnight courier service, and reproduction of documents provided under Subsection 212(B)(7), payment to the Architect shall be the actual invoice cost of such expenses.

B. The Architect may propose a fixed fee amount for specific Additional Services requested by the Director. The Director may (but are not obligated to) accept such fixed fee amount, subject to the maximum compensation for Additional Services set forth above, if applicable.

C. For services performed by the Architect under Section 212, if such services are requested by the Director, compensation shall be based upon a proposal submitted by the Architect and mutually agreed to in writing by the parties, and the cost of such services shall be added to the maximum compensation amount payable for Additional Services hereunder.

503. Compensation Amounts Comprehensive.

Compensation provided under this Article constitutes full and complete payment for all costs assumed by the Architect in performing services under this Agreement, including but not limited to salaries, consultant fees, costs of materials and supplies, clerical support, printing and reproduction, consultations and presentations, travel and related expenses, postage, telephone, and all similar expenses, but shall not include application fees for permits for the improvements to be constructed under this Agreement.

Acceptance by the Architect of the final payment for the completion of work under this Agreement shall be a full and complete release to the City, the Director, their agents, servants and employees, of all claims, demands and liabilities of, by or to the Architect for anything related to or arising in connection with this Agreement.

504. Method of Compensation

A. For the Basic Services described in Article 2, the Architect shall be paid during design and construction on the basis of itemized invoices certified by a principal of the Architect setting forth the services performed, and the compensation due the Architect, based upon the fee amounts set forth in Subsection 501. The Director or the City may, prior to making any payment under this Subsection, require the Architect to submit such additional information as is reasonable. In no event shall final payment be made to the Architect prior to completion of all professional services

as set forth herein, the submission of documentation and approval of the same by the Director and the City.

B. With respect to Additional Services, the Architect shall be compensated in accordance with the provisions of Section 502, upon approval by the City and the Director of invoices certified by the Architect setting forth the Additional

Services performed, together with cost to the Architect of such services for the period for which the certified invoice is submitted. The City or the Director may, prior to making any payment under this Subsection, require the Architect to submit to it such additional information with respect to the Architect's costs as is reasonable.

Article 6: Record Retention

601. Maintenance of Records

The Architect shall preserve all of its records and all other documents concerning this Agreement for a period of not less than six (6) years from the date of the final payment to it under this Agreement or such period of time as may be required by law pertaining to such records, whichever period is longer. If any litigation, claim, or audit is commenced before the expiration of the six (6) year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been finally resolved.

602. Maintenance and Audit of Records

The Architect shall permit authorized representatives of the City to inspect and audit all data and records relating to its performance under the Agreement for a period of six (6) years after final payment under this Agreement. The Architect further agrees to include in all its subcontracts hereunder, if any, a provision to the effect that the subcontractor shall provide the City or any of its duly authorized representatives, for a period of six (6) years after final payment under the subcontract, access to and the right to examine any pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subject of this Agreement.

The periods of access and examination for records which relate to 1) appeals for disputes, 2) litigation of the settlement of claims arising out of the performance of this Agreement, or 3) costs and expenses of this Agreement, as to which exception has been taken by the City or any of its duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been concluded or resolved finally.

Article 7. Insurance

The Architect shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Architect's policies.

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Architect performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Architect performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Architect shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

Errors and Omissions/Professional Liability: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Architect in connection with the services performed under this contract the Architect shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

Valuable Papers Insurance. The Architect shall secure and maintain until the complete design has been accepted by the Director and all original tracings, design computations, survey data, and other documents or data have been presented to the City and the Director, a Valuable Papers insurance policy to assure the City that all records, papers, maps, statistics, survey notes, all tracings, design and other data or documents related to the Project will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by the City, the Architect shall retain in its possession duplications of all survey plans and field notes.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Architect shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, Architect shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project. Architect's failure to maintain such insurance coverage in accordance with the terms of this Agreement shall constitute a breach hereof and shall subject the Architect to liquidated damages in the amount of ten percent (10%) of the total contract price.

Acceptability of Insurers: The Architect's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable by the City's Risk Manager.

Subcontractors: The Architect shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Architect shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the

full limit, the Architect agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Architect.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Architect to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Architect and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the contract shall include the City as Additional Insured but only with respect to the Architect's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Certificate of Insurance: As evidence of the insurance coverage required by this contract, the Architect shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Architect's commencement of services under this contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole

discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

The Architect shall be required to file with the City's Corporation Counsel a certificate of insurance, executed by an insurance company satisfactory to the Corporation Counsel and in an acceptable form, stating that, with respect to the Project, the Architect carries insurance in accordance with the above-stated requirements and names the City of Norwalk as additional insureds and indicating that such coverage shall not be amended or cancelled without thirty (30) days prior notification to the City.

Article 8: General Provisions

A. The City may, at any time, and for any reason, direct the discontinuance of the services contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the services shall be discontinued. The Architect shall resume performance on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. The period during which such services have been discontinued shall be deemed added to the time for performance. Suspension of services under this article shall not give rise to any claim against the City, or the Director.

B. The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. Such action shall in no event be deemed a breach of this Agreement by the City or the Director. In the event of such termination, services shall be paid for in such amount as shall compensate the Architect for the portion of the services satisfactorily performed prior to termination. Such amount shall be fixed by the City after consultation with the Architect, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City, or the Director for damages or for compensation in addition to that provided hereunder.

Upon receipt of written notification, the Architect shall immediately cease performance of its services under this Agreement and compile all material prepared, developed, furnished or obtained under the terms of this Agreement in its possession or custody and shall transmit the same to the Director on or before the tenth day following the receipt of the above written notice of termination, together with its evaluation of the fees for its services performed by it. Said material shall include

but not be limited to, documents, plans, computations, drawings, notes, records and correspondence.

C. It is the intent of this Agreement to secure the personal services of the Architect's principals and employees or a duly authorized and competent representative or representatives of the Architect acceptable to the City and the Director. Failure of the Architect for any reason to make the personal service of such a person or persons available to the Director to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Agreement. All persons engaged in the work required under this Agreement shall be authorized or permitted under State law to perform such services, as required by law.

D. The Architect shall not assign or subcontract this Agreement or any of the services to be performed by it hereunder without prior consent of the City in writing. Any assignment or subcontracting in violation hereof shall be void and unenforceable. The Architect shall be as fully responsible to the City, the Director for the acts and omissions of its subcontractors as it is for the acts and omissions of

people directly employed by it. The Architect shall require each subcontractor approved by the City to expressly agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which Architect is bound.

E. When the City shall have reasonable grounds for believing that:

(1) The Architect is or will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance;

(2) A meritorious claim exists or will exist against the Architect, the Director, or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Architect, its agents, servants or employees, or the Architect's breach of any provision of this Agreement;

(3) The Architect has materially breached any term of this Agreement; or

(4) The best interests of the City would be served by a suspension or termination of the Project at any point;

then the City may temporarily suspend or terminate performance by the Architect hereunder and withhold payment

of any amount otherwise due and payable to the Architect. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Architect, be applied in satisfaction of any claim herein described. Additionally the City has the right, power and authority to complete the services hereunder or any part thereof, and the Architect shall be obligated to pay the City for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby. For the purpose of such completion the City may, for itself or for any of its contractors take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the City may otherwise have.

All costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the City under this Agreement shall be charged to the Architect and deducted by the City from any monies due or payable or to become due or payable under this Agreement to the Architect if any such costs shall exceed the sum due or to become due to the Architect, the Architect shall pay the excess amount to the City. In computing the amounts chargeable to the Architect, the City shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but it shall charge to the Architect, and the Architect shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the work hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

Should the City reactivate the performance of services covered by this Agreement, in whole or in part, within one (1) year from the time of suspension, any fees paid to the Architect pursuant to said Agreement shall be applied as payment on the fees as set forth in the Agreement at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Architect and the City may renegotiate the Agreement based upon current conditions or may unilaterally elect to terminate the Agreement.

Termination under this section shall not give rise to any claim against the City, or the Director for damages or compensation in addition to that provided hereunder.

No person shall have any right or claim against either by reason of the City's, or the Director's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This

provision is not intended to limit or in any way prejudice any other right of the City, or the Director.

F. The Architect shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City, or the Director in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

G. No member of the governing body of the City, or the Director, and no other officer, employee, or agent of the City, or the Director shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Architect covenants that no person having such interest shall be employed in the performance of this Agreement.

H. The Architect shall indemnify, defend and save harmless the City, the Director, their officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggrievement, which is due, related to or in any way connected with the performance of or the failure to perform this Agreement by the Architect, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the City, or the Director may suffer as a result of a defect in any map, plan, drawing, design, or specification prepared, acquired, or used by the Architect, or as a result of any negligent supervision of its services by the Architect. The Architect shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

I. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

J. The Architect shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut.

K. During the performance of this Agreement, the Architect agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, sexual orientation, physical or mental disability unless it is proven that the disability prevents performance of the work involved.

Both parties further agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of each party as relate to the relevant provisions of the General Statutes of Connecticut, as revised. The Architect will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, sex, color or national origin.

The Architect will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

L. This Agreement incorporates all the understandings of the parties hereto, supersedes any and all agreements and negotiations reached and all commitments made by the parties prior to the execution of this Agreement, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

M. The City may, from time to time, request changes in the scope of services of the Architect to be performed hereunder. Such changes, including any increase or decrease in the amount of the Architect's compensation, which are mutually agreed upon by and between the Director and the Architect, shall be incorporated in written amendments signed by both parties to this Agreement.

N. The City and the Architect each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Architect shall not assign or transfer any interest in this Agreement without the prior written approval of the City and the Director. Any assignment or subcontract in violation hereof shall be void and unenforceable.

O. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

P. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be

inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

Q. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Architect.

R. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City:

With copies to:

Corporation Counsel
City of Norwalk
City Hall, P.O. Box 798
Norwalk, Connecticut 06856-

0798

To the Architect:

S. The Architect represents to the City as follows:

A. That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and

B. That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Architect hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, the parties have caused four (4) counterparts of this Agreement to be executed as of the day and year first above written.

WITNESS:

CITY OF NORWALK

By: _____

Richard A. Moccia
Its Mayor
Duly Authorized

Date

signed: _____

By: _____

Its
Duly Authorized

Date

signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____

By: _____

Comptroller

Date: _____

SECTION 2 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available over the Internet at <http://www.bid.ci.norwalk.ct.us/> <http://www.bid.ci.norwalk.ct.us/html/add.htm> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided at the bottom of the internet bid page. This service is also available via FAX. Dial 203_854_7897 from any phone to access the Purchasing Department's Express Request Line. Request document #1001. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the submission deadline.

SUMMARIES will be available any time after 5:00 PM on the day of the submission opening over the Internet at <http://www.bid.ci.norwalk.ct.us/html/sum.htm> . This service is also available via FAX. Dial 203_854_7897 from any phone to access the Purchasing Department's **Express Request Line**. The document number to request will be the same as the project number indicated in the RFP documents. Submission results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

BUSINESSES WITHOUT FAX EQUIPMENT or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

RFP RESPONSES are to be delivered to:

City of Norwalk Purchasing Department
125 East Avenue, Room 103
P.O.Box 5125
Norwalk, CT 06856-5125

See section 3 for information on delivering submissions by fax.

2.1 Proposal Submission:

All proposals submissions must include the following:

- A. A resume of company accomplishments and abilities in the various fields involved in this project.
- B. An outline of services to be rendered including delegation of responsibilities of key personnel.
- C. Names of key personnel assigned for duration of contract; a description (resume) of applicable background of these personnel.
- D. A Commitment to give notice to the City of any changes in key personnel as outlined in item C above, and City's option to reject such candidate.
- E. Attach a list of comparable projects the Firm has completed within the past four years giving the following information for each.

Name of Company/Municipality

Address

Name and telephone number of contact person.

Project Scope

Budgeted Project Cost and Final Project Cost (state reasons for any substantial difference

- F. Fee schedule – see Pricing response form 2.2

You may include any additional information which demonstrates the Firm's qualification for this work.

Proposal submissions are to be submitted (six copies) to
Norwalk City Hall, Purchasing Department, Room 103
125 East Avenue P.O. Box 5125, Norwalk, Connecticut 06856-5125

2.2 PRICING RESPONSE FORM – #2963

Vendor Name _		
Address _		
Phone _	Fax _	Email _
Manager _		Fed ID#

The undersigned hereby declares that they have carefully examined the plans, specifications and project site and are satisfied with all the quantities and conditions, and understands that in signing this proposal they waive all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary in-house staffing and outside sub-consultants, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Firm and the City.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposals shall be public record upon delivery to the City.

1.

TOTAL FEE	
\$	Fee in words:

2.	A Schedule of Fees and Hourly Rates must be provided for additional services requested and with your proposal submission.
Job Title	Hourly Rate
Principle	\$
Project Manager	\$
	\$
	\$
	\$
	\$
	\$
	\$

Insurance Agency Name -		Tel.-	
Agency Address -			
Submitted by -			
Authorized Agent of the Firm (name and title)			Date

The above signatory acknowledges receipt of the following addenda issued during the RFP response period and understands that they are a part of the RFP documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

2.3 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your Firm’s past performance.
 (Failure to provide this information may be regarded as justification for rejecting a bid.)

1. Number of years in business _____.

2. Number of personnel employed: Pt. time _ _____, Full _ _____,

3. List six contracts of this type/size your firm has completed within the last three years:

4. ORGANIZATIONAL STRUCTURE OF THE FIRM (check which applies)	<input type="checkbox"/>	general partnership
	<input type="checkbox"/>	limited partnership
	<input type="checkbox"/>	limited liability corporation
	<input type="checkbox"/>	limited liability partnership,
	<input type="checkbox"/>	corporation doing business under a trade name
	<input type="checkbox"/>	individual doing business under a trade name
	<input type="checkbox"/>	other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all	Connecticut corporations: Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out -of - State corporations _ Do you have	Yes	No

required filings current and in good standing or has the entity been withdrawn or canceled	a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the submission opening.)		

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:				
Business Name				
Address				
City		State		Zip
Name of Agent				

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the submission opening will be required within 30 days of the submission opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the submission opening.

7. Your Firm may be asked to submit the following information relative to your Firm's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets () Total Liabilities)
- b. Working Capital (Current Assets () Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

FIRM NAME	ADDRESS	PRINCIPAL	PHONE

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this proposal.

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 _ GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 011205 or later on file you may obtain a copy over the Internet at <http://www.bid.ci.norwalk.ct.us/html/terms.htm> . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. A link to the Adobe site is provided. Request document number 1006.