



NORWALK PURCHASING DEPARTMENT

September 20, 2019

| | | |
|----------------------|--|-----------------|
| PROJECT Title | Cafeteria Redesign, Architectural Design RFP, Naramake, 2019 | |
| PROPOSALS DUE | 2:00 PM | October 9, 2019 |
| PROJECT TITLE | ARCHITECTURAL DESIGN SERVICES for the Cafeteria & Kitchen Improvements at Naramake Elementary School | |
| PROJECT SITES | Naramake Elementary School, 16 King Street, Norwalk, CT 06851 | |

The Norwalk Public Schools is soliciting proposals (Request For Proposal/RFP's) from qualified Architects to provide conceptual architectural and engineering design services and assist the Norwalk Facilities Construction Commission (NFCC) with the Naramake Elementary School – Cafeteria Improvement conceptual design and estimate in their efforts to provide an improved Cafeeria and Kitchen at Naramake Elementary School. Following are the requirements that specifically apply to these projects.

PRE-PROPOSAL CONFERENCE will be held at 3:00 pm on Tuesday, October 1, 2019 at the Naramake Elementary School lobby, 16 King Street, Norwalk, CT 06851.

RFP DOCUMENTS - Any interested responder must sign up to receive addendums and additional information.

Norwalk Public Schools Posting Websites/Links for RFP's and Bids:

State website. Sign up for notifications for future rfp/bids for NPS and other districts:

https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

The City also has an automatic notification--City of Norwalk: [_http://www.norwalkct.org/bids.aspx](http://www.norwalkct.org/bids.aspx)

All questions regarding this Request For Proposal (RFP) must be directed in writing to, **Karen Bartron, Purchasing Officer**, via e-mail kbartron@norwalkps.org . The deadline for submission of questions is 2:00PM, Friday, October 4, 2019.

Businesses without fax or Internet access equipment may contact the Purchasing Department at 203-854-4036 for any RFP information.

If, after review of the RFP documents, your firm is interested in performing the services specified, please provide the information requested, sign and return one (1) complete original document of your detailed proposal along with three (3) copies to:

Norwalk Public Schools- Purchasing Department
Norwalk City Hall, 125 East Avenue, 3rd Floor, Norwalk, CT 06851

Sincerely,

Karen Bartron
Purchasing Agent
Phone # (203) 854-4036
E-Mail – kbartron@norwalkps.org

TABLE OF CONTENTS

REQUEST FOR PROPOSAL

SECTION 1 – PROJECT SCOPE

- 1.0 QUESTIONS CONCERNING THIS RFP
- 1.1 SCOPE OF WORK - PROPOSAL OVERVIEW
- 1.2 SPECIAL INSTRUCTIONS
- 1.3 SCOPE OF SERVICES
- 1.4 PROPOSAL SUBMISSION FORMAT
- 1.5 CRITERIA FOR EVALUATING PROPOSALS
- 1.6 SAMPLE CITY AGREEMENT
- 1.7 INSURANCE REQUIREMENTS

SECTION 2 - RESPONSE FORMS

- 2.1 FORM OF PROPOSALS
- 2.2 PROPOSAL RESPONSE FORM(S)

SECTION 3 - GENERAL INFORMATION

(Request Express Document #1006)

SUPPORTING MATERIALS

Exhibit A - City of Norwalk School Facilities Study by Silver /Petrucci + Associates, Inc. –
Naramake Elementary School

1.0 QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL (RFP)

No alleged "verbal interpretation" shall be held valid. No oral interpretations shall be made to any respondent as to the meaning of any of these documents or to be effective to modify any of the provisions of this request. Every request for an interpretation shall be made in writing; or via e-mail, (kbartron@norwalkps.org), addressed and forwarded to:

Karen Bartron, Purchasing Agent
Norwalk Public Schools
125 East Avenue
Norwalk, Connecticut 06851

Businesses, without fax or Internet access equipment, may contact the Purchasing Department directly at (203) 854-4036 for RFP information.

All questions received as above provided, and the decision regarding each, will be arranged as addenda. Any related addenda will be published at least three (3) business days prior to the submission deadline and shall become a part of the contract. Prospective respondents may obtain a copy of the addenda, if any, online at the City's website at <http://www.norwalkct.org> and, the State of CT website: https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2

Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each respondent to determine whether any addenda have been issued and if so, whether the respondent has received a copy of each. Addenda issued during the bidding period shall supersede any previous information.

1.1 SCOPE OF WORK - PROPOSAL OVERVIEW

The Norwalk Public Schools, through the Norwalk Facilities Construction Commission (NFCC), its permanent School Building Committee and responsible for implementing all City construction projects is soliciting proposals from qualified Architectural/Engineering firms for the purposes of assisting the NFCC, Board of Education and the Building Advisory Committee with regard to the Cafeteria Improvement project at Naramake Elementary School.

Project Description:

The Naramake Elementary School was constructed in 1961 with additions in 2014. The building is constructed of brick veneer painted concrete masonry blocks on the interior. Interior wall finishes consist of wood paneling, exposed brick, painted block, plaster and sheetrock. The original windows are single pane and the majority of the frames are aluminum. The mechanical system is in good condition and the boilers were recently replaced. The electrical system is currently in good condition. Most, if not all, asbestos flooring has been replaced in the kitchen.

Presently the school does not have a dedicated cafeteria. The current "Auditorium/Gym/Cafeteria" model does not lend itself well to providing efficient serving and

eating conditions for the students. The current model impedes building egress due to the location of the servery and proximity to the “Auditorium/Gym/Cafeteria”

It is the desire of the Norwalk Public Schools to separate the cafeteria from the gymnasium and auditorium, therefore an addition maybe be required to accommodate a separate cafeteria. The district would like the successful respondent to provide three (3) options for their review.

Milestone Schedule:

1. Architectural services contract award date – October 16, 2019
2. Date for completion of Conceptual Designs – November 22, 2019
3. Date for completion of Conceptual Estimate – December 13, 2019

If your firm has an interest in providing these services, below are the requirements that specifically apply to these submittals.

1.2 SPECIAL INSTRUCTIONS

- A. Architects responding to this RFP must have sufficient staff to assure timely project completion. The architect’s Project Manager must be experienced in educational facilities work and the public bidding environment, with emphasis on public school facilities projects. Key consultants must also assign experienced personnel who are knowledgeable in this type of project.
- B. A pre-proposal conference has been scheduled for Tuesday, October 1, 2019 at 3:00 pm at the Naramake Elementary School Lobby, 16 King St, Norwalk, CT 06851. Please note that this is not a mandatory walkthrough, however no additional walkthroughs are planned.
- C. Respondents must complete the Proposal Response Form (Section 2.2) for all phases of the projects.
- D. Respondents are hereby notified that all proposal submittals and information contained therein and attached thereto shall become public information upon selection of the successful Architect.
- E. The successful architect must perform services related to this project from an office located in the Connecticut area. Respondents must identify the location of said office in the proposal submitted.
- F. Comprehensive responses to the issues raised in the RFP are expected. Additional information, not specifically requested, will be considered if provided.
- G. The City of Norwalk reserves the right to reject any or all proposals for any reason it determines to be in its best interests or, in the alternative, to abandon the selection process in whole or in part.

- H. Candidates should submit one (1) original and three (3) copies of their proposal submission to the Purchasing Department by the due date indicated in the Project Notice.
- I. Candidates must be available for interviews upon request of the City of Norwalk Public Schools. Based on responses to the RFP the Norwalk Public Schools reserves the right to shortlist candidates for presentations/interviews. The date for presentations/interviews for those respondents that are invited are to be determined.
- J. The architect's proposed Principal-in-Charge and Project Manager for the project should be available to attend.

1.3 SCOPE OF SERVICES:

- A. Conceptual Architectural Design & Professional Cost Estimating Services: Services to include, but not be limited to architecture; structural, civil, mechanical and electrical engineering services, plumbing, fire protection, technology (data, telephone, integrated communications systems and computer wiring), kitchen and security.
- B. Measured Drawings: There may be available existing drawings but the respondents shall not rely or base their fee on the fact that the District will provide existing drawings for which they will utilize. If existing drawings do not exist it will be the responsibility of the successful respondent to create the existing building floor plans at no additional cost to the owner.
- C. The successful respondent shall be responsible for a professional cost estimate for each concept option. The estimate shall be provided in both CSI and UNIFORMATT formats. The professional cost estimator shall be responsible for input of the estimate into the States UNIFORMATT on-line system.
- D. Reimbursable Expenses: No fee or mark-up may be charged for reimbursable expenses. Expenses of outside printing, copying and reproducible drawings shall be reimbursed at the architect's direct cost.

1.4 PROPOSAL SUBMISSION FORMAT

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Candidate's name and address must appear on the envelope. Proposals should put forth full, accurate, and complete but concise information as required by this request. The District shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Firms should create their submissions in 8½" x 11" document size using a minimum 12 point font size, double sided. Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content. The District reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems in its best interest. All proposals will remain property of Norwalk Public Schools.

Request for Proposal (RFP) shall include the following, in this order:

1. Introduction Letter: A cover letter shall identify the lead consultant, their area of expertise and understanding for the project. The letter should also summarize the firm's background and relevant experience providing Transit Oriented Development (TOD) Planning Study services or projects of similar magnitude
2. Staffing: The RFP should clearly identify personnel who will have a role and lead the TOD Plan. Please include resumes of team members. In addition, the RFP shall also identify any sub-consultants, their qualifications and provide experience of the firms working together.
3. Method and Approach: Firms shall provide the recommended approach for the update, examples of experience with such approach, a time line for the project, options for what the final Plan would look like, an estimated schedule on how long it would take to complete the project and an estimated budget.
4. References: No more than one (1) page per project. The lead consultant shall provide a list of references in which similar services were provided by the lead consultant, noting the specific individuals representing the lead consultant for these comparable projects, within the past five (5) years.
5. Forms: Bidder's Information and Acknowledgement Form, RFP Forms, including pricing sheet, and Addenda Acknowledgment form and Exceptions Form (if any).

1.5 CRITERIA FOR EVALUATING PROPOSAL SUBMISSIONS

Proposal submissions will be evaluated based on the following criteria:

1. The key personnel to be assigned to the project and their present workload.
2. The firm's qualifications, experience, and demonstrated familiarity with Public School Building projects in general and specifically renovation projects of a similar, size, scope, and nature.
3. The project team's experience with projects of similar nature and scope.
4. Previous design and oversight experience in projects involving alterations and renovations to similar facilities.
5. The proposed project approach and how staff and consultants will be organized and utilized both during design and construction administration phases.
6. Extent of services offered, and depth and extent of overall resources that can be put to use to ensure the success of the project.

7. Quality of references from previous clients.
8. Proposal Response Forms, and fees.

Norwalk Public Schools reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposal despite its compliance with these criteria if it determines that to do so would be in its best interests.

1.6 SAMPLE AGREEMENT

“The following document is the City’s standard architectural services contract. Contract will be revised to include Norwalk Public Schools as the contract holder. 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
«VendorName»
FOR ARCHITECTURAL SERVICES
REGARDING
«Project»**

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized (hereinafter referred to as the "CITY"), and «VendorName», a professional architectural firm licensed pursuant to the requirements of Chapter 390 of the Connecticut General Statutes; having offices at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter referred to as the "ARCHITECT").

WITNESSETH THAT:

WHEREAS, the CITY intends to undertake the Project identified as _____, Norwalk, Connecticut (the Project); and

WHEREAS, the CITY has determined that it needs professional architectural and engineering design services in order to complete the 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 as set out in its Proposal dated _____, a copy of which is attached hereto and incorporated herein as **Exhibit B**; 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

101. The CITY hereby engages the ARCHITECT based on the ARCHITECT's representations that it is duly qualified to perform the Basic Services necessary for the Project in a skillful, professional and timely manner. The ARCHITECT hereby agrees to perform such 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 _____, its _____, or such other qualified person as may be designated by the ARCHITECT and accepted in writing by the CITY.

102. _____, Director of _____ for the CITY, or his designated representative (hereinafter, the Director) will oversee the performance of the Services under this Agreement, on behalf of the CITY.

103. The ARCHITECT shall perform the services required by this Agreement in a timely, professional and skillful manner and in accordance with generally prevailing standards of care and due diligence within its profession.

Article 2. Scope of Services

Basic Services

201. A. The ARCHITECT shall be responsible for performing the services set forth in Section 1.4 of the CITY's Request For Proposals, dated _____ - Project # _____; Addenda numbered 1 and 2, dated _____ respectively; which documents are attached hereto and made a part hereof as **Exhibits A, A-1 and A-2** respectively (collectively referred to as the "Services").

B. The CITY may, from time to time, request changes in the ARCHITECT's Services to be performed hereunder. Such changes may include any additional services and other special services necessary to complete and implement the Project. Additional Services outside of the scope of the Services described in paragraph 201.A shall be performed only at the

specific written request of the CITY.

C. Any increase or decrease in the amount of the ARCHITECT'S compensation resulting from a change in the scope of the required Services, which is mutually agreed upon by and between the CITY and the ARCHITECT, shall be incorporated in written amendments to this Agreement signed by both parties.

202. All designs and other documents submitted by the ARCHITECT hereunder shall conform to 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 and hold harmless 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 as stated above or to prevailing professional standards and practices irrespective of whether 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 performing the Services required under this Agreement, the ARCHITECT shall meet with staff representatives of the City and its agencies as often as may be reasonably, and shall also be available upon request to consult with various departments of the CITY and State officials concerning the Project.

204. Unless otherwise agreed to by the Director, all final, approved documents and bidding materials required to be submitted under this Agreement shall be submitted on electronic format with two (2) hard copies. The ARCHITECT shall submit all final plans and drawings on electronic format under Sections 206 through 207, as well as four (4) black line prints, signed and sealed by it.

205. All of the materials, including electronic documents, prepared by the ARCHITECT under this Agreement, including partially completed documents, shall be the sole and exclusive property of the CITY. The ARCHITECT shall label all drawings and documents accordingly.

206. Programming and Schematic Design Phases

Schematic Design and Architectural Design Services:

A. The ARCHITECT shall be responsible for conducting all necessary field investigations of the Site in order to verify all data and information provided by the CITY and to independently assess existing conditions that would potentially impact the Project. The Architect shall also meet with the CITY staff to discuss alternative approaches to design and construction of and to determine the CITY's objectives and requirements for the Project. The ARCHITECT shall be responsible for developing design alternatives, plans, drawings, submittals, outline specifications and determination of all State and local governmental approvals required for the Project in order to accomplish the goals of the CITY. Such Services are more specifically set forth in Section 1.5A of Exhibit A. Based on a mutually agreed-upon schedule and construction budget, the Architect shall prepare and submit for approval by the CITY Schematic Design documents consisting of drawings, outline specifications and other materials illustrating the Project, including structural, mechanical and electrical considerations, recommended materials and finishes, and site work, if applicable.

B. The ARCHITECT shall prepare and submit an estimate of probable costs for the construction of the Project based upon the completed Schematic Design. Such an estimate shall be submitted to the CITY for review and approval as being within the funding appropriated and budgeted for the Project.

C. Based on a mutually agreed-upon schedule and construction budget, the Architect shall prepare and submit for approval by the CITY Schematic Design documents consisting of drawings, outline specifications and other materials illustrating the Project, including structural, mechanical and electrical considerations, recommended materials and finishes, and site work, if applicable.

D. The ARCHITECT shall prepare and submit an estimate of probable costs for the Project based upon the completed Schematic Design Phase Services. This estimate shall be submitted to the CITY for review and approval as being within the funding appropriated and budgeted for the Project.

E. All plans, drawings and documents prepared by the ARCHITECT pursuant to this Agreement shall be submitted to the CITY for review and approval according to an agreed-upon time schedule. The CITY shall review materials submitted by the ARCHITECT within thirty (30) calendar days. In the event the CITY disapproves any of the submitted materials, or requires additional material 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 shall submit the revised work or the additional required material to the CITY for its 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.

F. The ARCHITECT and the CITY shall agree upon an updated Project schedule for bidding, purchase and construction of the Project as a part of the Design Phase.

207. Final Design/Documents Phase

A. The ARCHITECT shall consult with the CITY to determine any changes and refinements in the Project subsequent to the CITY's review. Based upon 1) such additional information from the CITY, 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 CITY finalized (sealed) construction drawings, submittals, complete technical specifications, and all documents required for bidding and construction of the Project. The Services for final Design are specified in Section 1.5B of Exhibit A.

B. The ARCHITECT shall make final revisions and adjustments to the Construction Contract Documents based upon the CITY's review comments, if any, and shall advise the CITY of any adjustments to previous preliminary estimates of construction costs. Thereafter, 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 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).

C. The ARCHITECT shall prepare and submit to the CITY any and all documents required in order to secure all required building permits and any other necessary approvals of Federal, State, local officials and all other governmental authorities having jurisdiction over the Project.

D. The ARCHITECT shall submit to the CITY a final estimate of probable construction cost based upon the approved Construction Contract Documents. This estimate will be reviewed by the CITY. Based on such estimates the parties will agree on an Approved Project Budget for Construction Costs. In the event the total of the final cost estimate exceeds the funds authorized for the construction by 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 ARCHITECT shall perform the services during this phase pursuant to an estimated time schedule agreed upon by the ARCHITECT and the CITY.

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 CITY. 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. 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 CITY and within fifteen (15) days of such request, recommend methods to the CITY to bring the Construction Costs within the Approved Project Budget for such Construction Costs or such other amount as the CITY may direct, and shall consult with the CITY and the Construction Manager, 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, provided the reason that the lowest responsible bid exceeds the budget is due to changes initiated by the ARCHITECT in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment and not due to variations in the cost of labor, materials or equipment, the Contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Such services, consultations and revisions as part of Basic Services shall be the ARCHITECT's sole obligation and responsibility in the event that bids exceed the Approved Project Budget Construction Costs by five percent (5%) or more.

G. The services to be performed during the Design Phases shall be completed no later than _____.

208. 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 completion and final acceptance of the construction contractor's work, including all punch lists; 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 CITY and ARCHITECT.

D. The ARCHITECT shall be a representative of and shall advise and consult with the CITY 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 closed out and 2) during the course of any needed corrective work as an Additional Service at the CITY's direction from time to time. The ARCHITECT shall attend regular job meetings and shall assist the CITY in keeping records of all that transpires at each meeting related to the Project.

E. The ARCHITECT shall visit the Project Site at regular intervals during construction, or as may be otherwise agreed to by the CITY 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 CITY informed of the progress and quality of the Work, and shall guard the CITY against all defects and deficiencies in the Work. The ARCHITECT shall notify the CITY immediately in writing in the event that any Work that 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 Project, insofar as these are solely the construction contractor's responsibilities 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 Construction 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 construction 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 to the CITY the amounts due the construction contractor for all work satisfactorily and properly completed.

I. The ARCHITECT's certification of any application for payment shall constitute a representation to the CITY, 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. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has 1) made exhaustive or continuous on-Site inspections 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 any Work that 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 immediately advise the CITY and the construction contractor first verbally and in writing of the disapproval and shall inform the construction contractor of all 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 contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for compliance with the approved plans and specifications within two (2) weeks of its receipt of the same, or sooner if required due to the scheduling needs of the Project as determined by the CITY. 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 CITY'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 CITY, 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 CITY, 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.

209. Additional Services

A. Additional Services beyond the scope of the Services described in Sections 201 through 209 hereof, shall be performed by the ARCHITECT only upon the written request of the CITY and with authorization for the expenditure of funds in connection therewith. In the event the ARCHITECT does not obtain written permission of the CITY 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.

2. Making substantial revisions in drawings, specifications or other documents after the CITY has approved all services to be performed by the ARCHITECT under Section 206, 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 record drawings on mylar showing any changes in construction contract drawings caused by unforeseeable job conditions and revisions.

6. Providing any other services requested by the CITY for the Project, including, but not necessarily limited to structural, mechanical, chemical and other laboratory tests, specialized consultants (other than the typical consultant services required as part of Basic Services).

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

Article 3: City's Responsibilities

301. The CITY shall provide the ARCHITECT with all relevant information in its possession regarding requirements for the Project and shall use its best efforts to obtain such other information as may be needed by the ARCHITECT in order to undertake the Services required under this Agreement. However, the CITY does not warrant the content or correctness of such information and shall not be held responsible for the accuracy of such. The ARCHITECT shall be responsible for making all necessary field observations and verifying all site and other information provided by the CITY.

Article 4: Time Provisions

401. The ARCHITECT shall complete the Services to the CITY's satisfaction no later than _____.

402. This Agreement shall remain in full force and effect, unless earlier terminated, until the completion of all Services related to the Project have been completed and accepted and final payment for the same has been made, which acceptance shall not be unreasonably withheld.

403. The CITY may agree to extend the time for performance of this Agreement if a written request is made by the ARCHITECT within a reasonable time period and is based on unforeseeable causes beyond the ARCHITECT's control. All requests for extensions of time must be made in writing 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.

The parties understand and agree 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 of any of its rights herein or at law.

Article 5: Compensation

501. Basic Services

The CITY shall compensate the ARCHITECT for the satisfactory and timely performance of the Services based on the amounts set forth in the ARCHITECT's Pricing Response Form incorporated into Exhibit B. The total amount of compensation payable hereunder, including reimbursable expenses, shall not exceed _____ **DOLLARS** (\$_____).

Notwithstanding provisions to the contrary, the CITY will not be responsible for any payment in excess of this amount unless additional appropriations or budgeted funds are approved by the CITY and a written amendment to this Agreement embodying such increase is properly executed by all parties.

Reimbursable costs directly related to the ARCHITECT's services shall be paid by the CITY with the specific, prior written approval of the Director. Only direct costs of all approved expenses will be reimbursed within the limit set forth above.

502. Additional Services.

A. Payment for Additional Services shall be in addition to the total compensation set forth in Section 501 and is therefore subject to specific, prior authorization from the CITY's Common Council, an appropriation of the necessary funding and a signed, written amendment to this Agreement.

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 constitute a full and complete release to the CITY and its agents of all claims, demands and liabilities of, by or to the ARCHITECT for anything done, related to or arising in connection with this Agreement, on account of any act, neglect, or omission of the CITY or its agents. However, no payment shall release the ARCHITECT, its sureties or insurers from any obligation under this Agreement, or any insurance policies in connection with this Agreement.

504. Method of Compensation

A. The CITY shall make payments to the ARCHITECT for completed Services on the basis of itemized invoices certified by a principal of the ARCHITECT setting forth the Services completed and the compensation due the ARCHITECT in conformity with the fees set out in Exhibit B. The CITY may, prior to making any payment under this Subsection, require the ARCHITECT to submit such additional information related to its performance or in support of its invoice as may be reasonable. In no event shall final payment be made to the ARCHITECT prior to 1) completion of all Services as set forth herein, 2) the submission by ARCHITECT of all required documentation in support of its payment request and 3) approval of the same by 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 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 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. Architect's Obligations

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

701. Prior to commencing any work hereunder, the ARCHITECT shall secure at its own cost and expense, insurance coverage in the amounts and of the types listed in the attached Insurance Rider. Such insurance coverage shall be maintained continuously until the completion of the ARCHITECT's services hereunder, except in the case of Errors and Omissions coverage which shall be maintained for three (3) years after final completion of the Project and acceptance by the CITY.

Before commencing the Project, the ARCHITECT shall furnish to the CITY a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance policy shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies providing coverage.

No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The ARCHITECT shall be responsible for the full amount of any deductible on its coverages.

Failure of the ARCHITECT to maintain insurance coverage in accordance with the terms of the Agreement shall constitute a violation of the Agreement and shall subject the ARCHITECT to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

Article 8: Indemnification

The ARCHITECT shall indemnify, defend and save harmless the CITY, its 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 negligent, willful or wanton performance of this Agreement by the ARCHITECT, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of a defect in any plan, drawing, design, specification, or other documentation or work product prepared, acquired, or used by the ARCHITECT, or as a result of any negligent supervision of its services by the ARCHITECT or failure to perform or to properly perform the Services required hereunder in accordance with the requirements of this Agreement. 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.

Article 9: 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 stated period of time. Such direction shall be in writing and shall specify the period during which the Services shall be discontinued. The Services shall be resumed 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.

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 contract by the CITY. In the event of such termination, the ARCHITECT'S Services shall be paid for in such amount as shall compensate the ARCHITECT for 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 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 assemble all material that has been prepared, developed, furnished or obtained under the terms of this Agreement in its possession or custody and shall transmit the same to the CITY 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. 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 duly licensed and competent employees, who are acceptable to the CITY. Failure of the ARCHITECT for any reason to make such a person or persons available to the CITY to the extent necessary to perform the

Services required in a skillful and prompt manner shall be cause for termination of this agreement. All persons engaged in the work required under this Agreement shall be authorized and licensed under State law to perform such Services.

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 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 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 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; or

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

then the CITY may withhold payment of any amount otherwise due and payable to the ARCHITECT hereunder, retain such amount for such period as it may deem advisable to protect the CITY against any loss and may, after written notice to the ARCHITECT, apply such amount in satisfaction of any claim herein described. Additionally the CITY has the right, power and authority to terminate this Agreement for the causes stated above and to complete the services 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 ARCHITECTS 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 Services covered by this Agreement, in whole or in part, within one (1) year from the time the work was suspended, 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 for damages or compensation in addition to that provided hereunder.

These provisions are intended solely for the benefit of the CITY, and no person shall have any right against the CITY or claim against the CITY by reason of the CITY'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.

F. The ARCHITECT shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the execution or performance of this Agreement 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, and no other officer, employee, or agent of the CITY 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. 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.

I. 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.

J. During the performance of this contract, 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 provisions of Section 4-11a 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.

K. 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.

L. 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. Any assignment or subcontract in violation hereof shall be void and unenforceable.

M. 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.

N. 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.

O. 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: «ProjectContact»
 «ProjectContactTitle»
 Department of «Department»
 125 East Avenue
 Norwalk, Connecticut 06851

With copies to: Corporation Counsel
 CITY of Norwalk
 125 East Avenue, P.O. Box 5125
 Norwalk, Connecticut 06856-5125

To the Architect: «VendorAuthorizer», «VendorAuthorizerTitle»
 «VendorName»
 «VendorAddress1»
 «VendorAddress2»
 «VendorCity», «VendorState» «VendorZip»

P. The ARCHITECT represents to the CITY as follows:

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

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.

Signed, Sealed and Delivered
in the Presence of:

WITNESSES:

CITY OF NORWALK

By: _____

«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date signed: _____

WITNESSES:

«VendorName»

By: _____

«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____

By: _____
Comptroller

Dated: _____

INSURANCE RIDER

The Contractor 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 Contractor's policies.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence 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 Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

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

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

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

Valuable Papers Insurance. The ARCHITECT shall secure and maintain until the complete design has been accepted by the CITY and all original tracings, design computations, survey data, and other documents or data have been presented to the CITY, 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.

The ARCHITECT shall retain in its possession duplications of all products of its services under this Agreement if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000.00) when the insured items are in the ARCHITECT's possession, and in the amount of Twenty Thousand Dollars (\$20,000.00) regardless of the physical location of the insured items.

"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. Contractor 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 Agreement. If continuous "claims made" coverage is used, Contractor 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.

Acceptability of Insurers: The Contractor'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 to the City.

Subcontractors: The Contractor 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 subcontractors. 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 Contractor 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 Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor 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, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor 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 Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to

the Contractor's commencement of services under this Agreement. 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, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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.

1.7 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.

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 Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence 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 Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

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

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided

with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

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

Valuable Papers Insurance. The ARCHITECT shall secure and maintain until the complete design has been accepted by the CITY and all original tracings, design computations, survey data, and other documents or data have been presented to the CITY, 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.

The ARCHITECT shall retain in its possession duplications of all products of its services under this Agreement if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000.00) when the insured items are in the ARCHITECT's possession, and in the amount of Twenty Thousand Dollars (\$20,000.00) regardless of the physical location of the insured items.

"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. Contractor 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 Agreement. If continuous "claims made" coverage is used, Contractor 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.

Acceptability of Insurers: The Contractor'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 to the City.

Subcontractors: The Contractor 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 subcontractors. 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 Contractor 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 Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor 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, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor 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 Project shall include the City of Norwalk as an Additional Insured with respect to the

Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. 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, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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.

SECTION 2 - RESPONSE FORMS

2.1 FORM OF PROPOSALS:

All responses to this RFP must be in sealed boxes and marked with the RFP reference title, the RFP number, and due date and time. The Candidate's name and address must appear on the envelope.

Proposals should put forth full, accurate, and complete but concise information as required by this request. The proposal should include, at minimum all items outlined in Section 1.4.

You may include any additional information that demonstrates your qualifications for this work.

Return one (1) signed original proposal and eight (8) copies to:

**Norwalk Public Schools Purchasing Department, 3rd Floor,
125 East Avenue P.O. Box 5125, Norwalk, Connecticut 06856-5125**

2.2 PROPOSAL RESPONSE FORM, RFP **XXXX** ARCHITECTURAL DESIGN SERVICES

| | | |
|--------------------|--------------|----------------|
| Firm Name - | | |
| Address - | | |
| Phone - | Fax - | Email - |
| Manager - | | Fed ID# |

In submitting this proposal the undersigned declares that this is made without any connection with any persons making another bid or the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official or the City, or any person in the employ of the City is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that he/she or they have carefully considered objectives of each element of this project, the desired end result, the environment in which services and or products are to perform and are satisfied as to all the quantities and conditions, and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, 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 Contractor and the City.

1. PROPOSED FEES: Conceptual Design and Estimating Services for the Naramake Elementary School Cafeteria and Kitchen Improvements Project.

| | |
|--|---------------------|
| A. Conceptual Design Services: Lump Sum in numbers and words, | |
| \$ | Fee in words: |
| B. Estimating: Lump sum in numbers and words, | |
| \$ | Fee in words: |
| F. TOTAL FEE (A-B) | |
| \$ | Total Fee in words: |

- CONTINUED NEXT PAGE -

| |
|--------------------|
| Firm Name - |
|--------------------|

2. INSURANCE:

| | |
|-----------------------|---|
| Agency Name | - |
| Agency Address | - |

3. CERTIFICATION

| | |
|---|-------------|
| Submitted by - | - |
| Authorized Agent of Company (name and title) | Date |
| Signature - | |

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

| | | | | | | | |
|------------|--|-------|--|------------|--|-------|--|
| Addendum # | | Dated | | Addendum # | | Dated | |
| Addendum # | | Dated | | Addendum # | | Dated | |

4. Identify the key project team members who will provide these services. Quantify their level of involvement (X%). Give an hourly rate for each member.

| Name | Title | % Involved |
|----------|---------------------|------------|
| A | Principal-In-Charge | - |
| B | Project Manager | - |
| C | Project Architect | - |
| D | | - |

Include this Section 2.2 with your detailed proposal and return one (1) original and eight (8) copies to:

**Norwalk Public Schools Purchasing Department
Norwalk City Hall, 125 East Avenue, 3rd Floor
P.O. Box 5125, Norwalk, CT 06856-5125**

SECTION 3 - GENERAL INFORMATION

Rev. 042010, Express Request Doc. #1006

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 080813 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org>. 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.

Document number 1006: <http://www.norwalkct.org/documentcenter/view/865>