



Purchasing Department
Finance Group

December 15, 2011

REQUEST FOR PROPOSALS RE: Design of a Linear Park Area – Norwalk River Valley Trail (NRVT) -Yankee Doodle Section		
PROJECT NUMBER	3131	Document length - 45 pages
DUE DATE	2:00 PM	January 5, 2012

The City of Norwalk (The City) through its Planning Commission is requesting proposals from Certified Professional Planners, Engineers, Architects, or Landscape Architects, licensed in the State of Connecticut, to design a linear park along the Norwalk River in the area of the Yankee Doodle bridge. The total estimated construction budget for this project is approximately \$250,000.00 Your firm is invited to provide a proposal for these services. Following are the requirements that specifically apply to this project.

RFP DOCUMENTS are available upon receipt of this invitation (if not attached) 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 download it for free from Adobe. The document number to request will be the same as the project number indicated above.

All questions regarding this Request For Proposal (RFP) must be directed in writing. Submit all of your questions to, **Gerald J. Foley, Purchasing Agent**, via e-mail or fax number (203) 854-7817. The deadline for submission of questions for this project is 2:00PM, December 22, 2011.

Businesses without fax or Internet access equipment may contact the Purchasing Department at 203-854-7712 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 the number of copies requested herein to:

City of Norwalk, - Purchasing Department
Norwalk City Hall, 125 East Avenue, Room 103
Or, P.O. Box 5125
Norwalk, CT 06851-5125

The City would appreciate the courtesy of promptly advising us if you do, or do not intend to respond. To properly maintain our records, those firms who do not respond may be removed from our vendor records.

Sincerely,
Gerald J. Foley
Purchasing Agent
Phone # (203) 854-7712, Fax # (203) 854-7817, E-Mail – gfoley@norwalkct.org

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SECTION 1 – PROJECT SPECIFICATIONS

1.0 Project Background:

The City of Norwalk, through its Planning & Zoning Commissions, is seeking a qualified team to design a section of the Norwalk River Valley Trail (NRVT) on State and City property, under the Yankee Doodle Bridge (Route I-95), abutting and / or above the Norwalk River.

This RFP is being issued for the selection of a qualified, multi-disciplinary team consisting of Engineers, Architects, Landscape Architects, Planners, and Surveyors, all licensed in the State of Connecticut, for the purpose of producing a preliminary and final design of the proposed section of the NRVT. This trail, which shall be 8' wide, will link two existing sections to the north and south of the site. The team shall work with the Planning & Zoning Department with technical assistance from the Department of Public Works and the Recreation & Parks at all phases of design, from inception of the preliminary design all the way through submission of 100% final construction documents.

The design team selected through this RFP process shall be led by an engineering, architecture firm, a landscape architecture firm, planning or an urban design firm.

The site is located directly underneath the Yankee Doodle Bridge (Route I-95) on the eastern side of the Norwalk River East and north of Shore Point Office Building (1 Selleck Street); primarily occupied by The Hour newspaper. East Avenue on the eastern banks of the Norwalk River. It is also bounded on the north by St. Ann's Yacht Club (16 Hendricks Avenue) to the south by Shore Point Office Building. (See Site Map on Page 4)

The City of Norwalk is in the process of completing a pedestrian and bikeway transportation study. As a part of that study, a preliminary route alignment study and pre-schematic design was done by Stantec Associates for the Yankee Doodle Section. (See Figure A; P.43) It was determined by the Planning and Zoning Staff that the best route in the study was one in which the public would not have to cross over Hendricks Avenue.

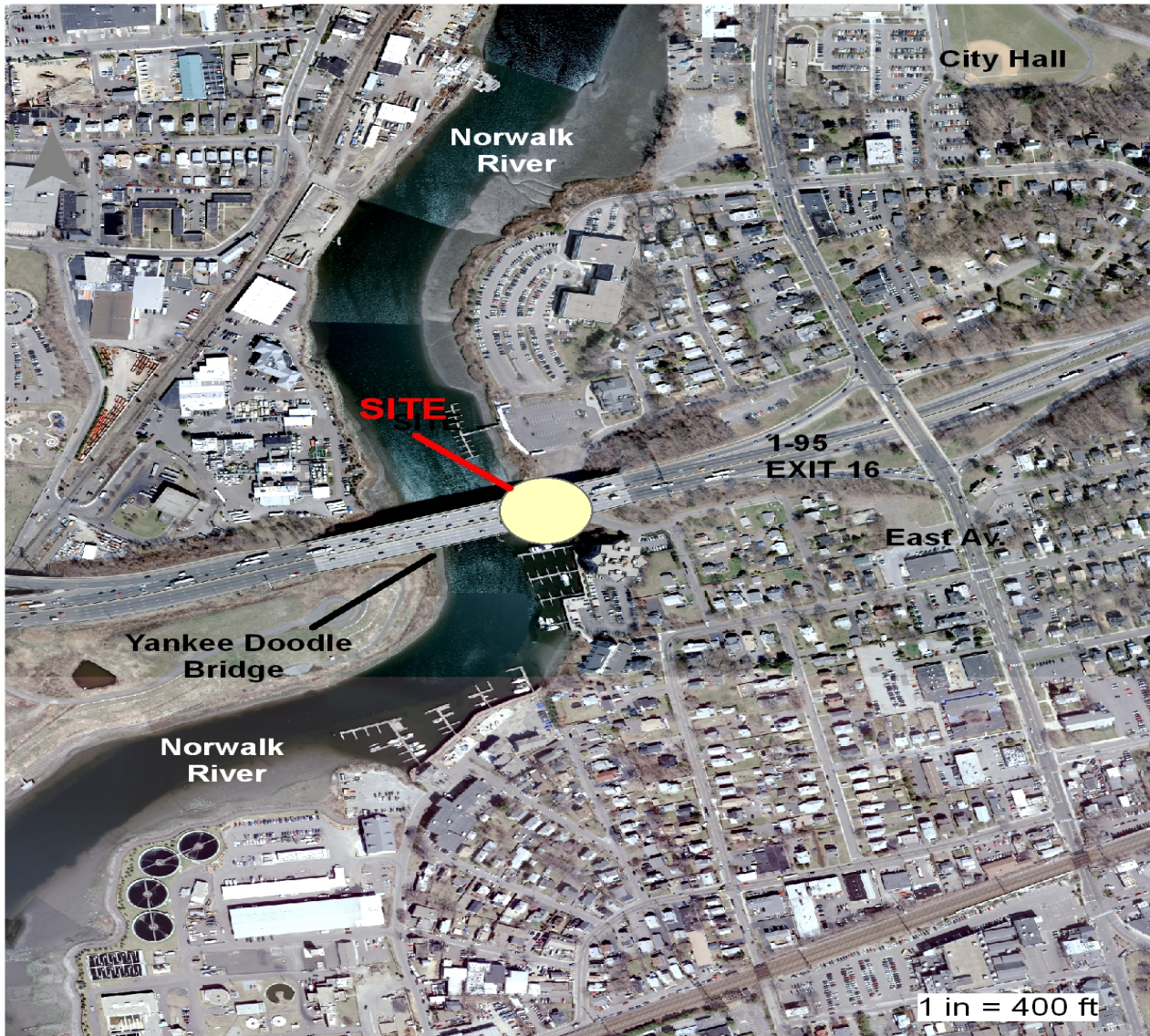
The development of the design should be based upon a preliminary assessment of the existing conditions, using designated resources, identifying strengths and weaknesses in any proposed design and forecasting future projects to respond to demands from the proposed section of trail.

The selected consultant will be assisted in its planning work by the City's Planning and Zoning Department with technical assistance from the Department of Public Works that manages public right-of ways and the Recreation & Parks Department that manages park and school sites throughout the city.

It is recommended that the linear park design respond to four (4) major topic areas:

- Public Access;
- Bikeway and its users;
- Handicap Accessibility
- Site furnishings and landscaping

The major emphasis of the design will be the creation of a public access way that provides a linear link to points south, such as Liberty Square, Veteran’s Park and South Norwalk (SoNo). The intent of the site analysis phase of this project is for the successful Firm to utilize a new topographic survey and existing data available from the City. Existing data is located in various City Departments in the form of maps, project files, photographs and other information customarily found in the Town Clerk’s offices, Libraries, etc. Such information may either be in a hard copy or digital format. Consultants are encouraged to utilize the City of Norwalk’s website as a tool for ascertaining certain types of data. (See Site Map Below)



Locus for Yankee Doodle Section of NRVT

1.1 SCOPE OF SERVICES

The consultant shall provide the necessary services for the completion of the project including, but not limited to the following:

Task 1 - Project Orientation

- A. Meet with the project team: Department of Planning & Zoning, Department of Public Works, Recreation & Parks Department to discuss objectives; formalize project schedules, deadlines, and meetings, clarify issues, and establish points of contact with City staff.
- B. Meet with interested and involved agencies and commissions: CT DEEP, Army Corps of Engineers, Norwalk Common Council's Land Use and Building Management Committee, Planning Commission, Harbor Commission, and the Conservation Commission.

Deliverables for Task 1 – Meeting Minutes (all meetings)

Task 2 – A-2 Topographic Survey

- A. **100% A-2 Topographic Survey** shall consist of the following information, but not be limited to the following:
 - a. Metes and Bounds
 - b. 2' Contours
 - c. TC / BC's, TW / BW's
 - d. Pavements
 - e. Trees larger than 6" caliper
 - f. MHW / MLW
 - g. Demarcation of flood zones
 - h. Drainage structures and drainage lines
 - i. Tidal Wetlands

Deliverables for Task 2 - Three (3) sets of scaled CAD plans and documents signed and sealed by a licensed surveyor in the State of Connecticut. A disk shall accompany submission with survey in CAD and .pdf form

Task 3 – Site Inventory, Analysis, & Schematic Design

- A. **Existing Conditions:** Analyze all existing conditions on the ground. Assemble existing site information to sufficiently assess existing site characteristics. The site analysis at a minimum should identify the following:
 - i. Legal property survey
 - ii. Topography
 - iii. Sub-surface conditions
 - iv. Infrastructure (water, sewer, gas, and electric)
 - v. Ecological assessment of habitat value both on and off-shore
- B. **Vehicle Parking:** The project shall consider and suggest off-street parking for park users.

- C. **Enhancement of Pedestrian and Bicycle Access:** Maximize the unique attributes of the site. Enhance this portion of the trail / bikeway by ensuring that the site connects to other portions of the greenway north at St. Ann's Club and beyond and down to the south end, at Shore Point Office Building (One Selleck Street) and points beyond.
- D. **Site Furniture:** Suggest locations for benches, trash receptacles, etc. throughout the trail / bikeway.
- E. **Trees and Plantings:** Identify the location of existing trees and their condition. The plan should address the issue of site landscaping, minimizing impacts to existing tidal vegetation yet enhance any existing coastal resources inclusive of the control of invasive species at the site.

Deliverables for Task 3 – Memorandum – Compilation of data collected and findings summary and three (3) sets of scaled CAD plans & documents of current conditions that will form the basis for the design drawings for all disciplines. Include field verification of all existing site conditions and utilities. Two (2) sets of scaled CAD plans, plus renderings (includes hand drawn) that illustrate initial and final schematic design for review. A disk shall accompany submission with survey in CAD and .pdf form.

Meetings with the City of Norwalk project team: up to two (2) four (4) hour meetings during the Design Development task.

Task 4 – 100% Design & Construction Documents

The consultant shall supply all usual design and related services required for the preparation of all plans, specifications, and related documentation necessary to bid for construction. The consultant shall prepare plans and specifications in cooperation with the Planning and Zoning Department for their review and approval. The set of plans shall consist of, but not be limited to the following:

- A. **100% Site Preparation Plan** identifying those items on the property scheduled for removal prior to project construction.
- B. **100% Construction Sequence Plan** outlining a suggested construction sequence for the Architect to perform all improvements.
- C. **100% Erosion and Sedimentation Control Plan** containing temporary and permanent erosion and sedimentation control measures and notes outlining the requirements of the Contract. The Erosion and Sedimentation Plan shall conform to the applicable sections of the 2002 CT E & S Guidelines.
- D. **100% Layout Plan** containing dimensional data required for the layout of all proposed features, Do Not Disturb zones, existing features to remain, typical dimensions of proposed bikeway, boardwalks, stairs, ramps, plaza(s) / entry points, specialty features (if any), proposed dimensions, differentiation of proposed pavement types, proposed site light pole locations.
- E. **100% Grading and Drainage Plan** using base information provided by the City of Norwalk to prepare grading plans containing survey benchmarks, contours at 2' intervals, critical spot elevations. Comments by other City departments and State Agency's such as the Department of Environmental Protection (if input and review is

determined to be a requirement) will be incorporated into the drainage design. Biofiltration swales and drainage swales will be used to the extent possible. In addition, no underground drainage systems are anticipated.

- F. **100% Planting Plan** including planting locations, planting types, plant lists and plant quantities for the proposed linear park.
- G. **100% Miscellaneous Details & Notes** including details of all site related improvements, including soil erosion and sediment control measures. Detail development includes:
 - i. Material selections
 - ii. Seating
 - iii. Miscellaneous structures (if any)
 - iv. Paving materials and design
- H. **100% Construction Cost Estimates** for the proposed improvements in this initial phase are based on the Design Development Plans submitted for review. Phasing of the work as may be recommended by the City of Norwalk shall be incorporated to determine impacts to the costs. Phasing plan will be developed if needed with cost estimates.

Cost estimates shall include all permitting by CT DEP, Army Corps of Engineers, and other City Commission review (if required).

Deliverable(s) for Task 4: Three (3) sets of scaled CAD plans and documents. A disk shall accompany submission with survey in CAD and .pdf form.

Meetings with the City of Norwalk project team: up to two (2) four (4) hour meetings during the 100% Design & Construction Document task

Task 5 – Final Bid Documents and Bidding Assistance

Final Bid Documents shall include the final plans and specifications for the construction of improvements based on a Lump Sum construction cost with landscape elements as an Add Alternate and unit prices for key items. Final technical specifications, plans and details shall be provided to the City of Norwalk Purchasing Department for incorporation with City-provided Bid Documents, forms and General Conditions and in compliance with State Department of Economic and Community Development Bidding Procedures for Infrastructure and Real Estate Projects. Reproduction and distribution of the complete Bid Documents shall be the responsibility of the City of Norwalk.

During the Bid Process, the Consultant shall be available to assist the City of Norwalk in answering any questions from prospective Bidders.

Deliverable(s) for Task 5: One (1) set of **FINAL** scaled CAD Mylar plans and documents. A disk shall accompany submission with survey in CAD and .pdf form.

Task 6 – Permitting

The Consultant shall determine the need and prepare applications for permits to State Agencies having jurisdiction, such as the Connecticut Department of Environmental Protection (CT DEP), Federal Agencies such as the Army Corps of Engineers (if necessary), and City Commissions.

- A. **CT DEP Office of Long Island Sound Programs (OLISP):** The Consultant will meet with OLISP to review the Design Development Plan as it relates to the Municipal Coastal Management Review Process. This task includes two meetings with OLISP and all revisions to the Design Development Plan based on comments received. Also included in this task: payment of all permitting fees.
- B. **City of Norwalk Coastal Site Plan Review:** Based on comments received from the State / Federal Agencies, the Consultant will prepare and submit an application for Coastal Site Plan Review. The City of Norwalk project team will provide all appropriate assistance with this application.

Deliverable(s) for Task 5: Joint application for CT DEP and Army Corps review and approval and City of Norwalk Coastal Site Plan Review application.

Task 7 – Construction Project Management

The Consultant should provide breakdown of personnel (including principals), number of hours required, and hourly rates. The breakdown should also include estimated budget for performing each task as outlined in the scope of services.

1.2 SUBMISISON MATERIAL REQUIRMENTS:

- I. Letter of Interest
- II. General information on the firm and proposed sub-consultants
- III. Statements summarizing the experience of the firm and proposed sub-consultants, including at least three references and summaries of comparable projects (type, scale, scope and fee):
 - Name of Company/Municipality*
 - Address*
 - Name and telephone number of contact person.*
 - Project Scope*
 - Budgeted Project Cost & Final Project Cost (state reasons for any substantial difference)*
- IV. Detailed statements describing the organizational framework for this project, including clear identification of the lead firm, project manager and sub-consultants, and the roles and responsibilities of each sub-consultant
- V. Narrative, not to exceed twenty pages in length, that describes the suggested approach and addresses the goals and objectives stated in the scope of work
- VI. Resumes of key personnel assigned to for the term of this project and amount of time each member shall allocate to the project. Also include a statement to your Firm's 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
- VII. A proposed work schedule
- VIII. Current AIA Forms 254 and 255 or Federal GSA Form 330
- IX. Proposed fee structure

The anticipated selection schedule is as follows:

RFP Deadline for Questions	December 22, 2011
RFP Responses:	January 5, 2012
RFP Interviews:	January 26, 2012
RFP Decision:	Approximately week of February 3, 2012

The City is anticipating that the Design would be completed within 120 business days of contract execution. Respondents to the RFP **must** indicate how they would schedule the various project tasks, and deliverables, within this suggested timeframe.

Proposal Submissions Original + Ten (10 copies) must be submitted to Norwalk City Hall, Purchasing Department, Room 103, 125 East Avenue, Norwalk Connecticut 06856-5125 by 2:00PM, January 5, 2012.

1.3 EVALUATION OF RESPONSE:

Responses to the RFP will be evaluated in accordance with 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 expertise in the design of urban linear park in general and specifically linear projects of a similar, size, scope, and nature as referenced herein.
3. The project team's experience with projects of similar nature and scope.
4. Previous design and oversight experience in projects involving design and construction oversight to similar structures.
5. The proposed project approach and how staff and consultants will be organized and utilized both the tasks outlined herein.
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. Preliminary schedule of time needed to initiate and complete the project and identifying key phases of design.
9. Proposal Response Forms and proposed fee structure.

All proposal submission requirements must be met or capable of being met, by the responding firm or the submittal will be disqualified as being non-responsive. During proposal evaluation, the City reserves the right to request additional information to assist in the evaluation of the Proposal Submissions, The City also reserves the right to reject, for any reason, any or all Proposal Submissions in whole or part and to waive any irregularities in the Proposal Submissions received.

A Selection Team shall evaluate the submissions received by the closing date stated. The Selection Team will rank the firms it interviews in accordance with the criteria identified in this RFP. The City of Norwalk will invite these short listed qualified teams or firms to respond to a Request for Proposals for this project.

Selection of any firm is subject to approval of the Norwalk Common Council.

1.4 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.

INSURANCE RIDER

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 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 (\$2,000,000.00).

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.

Environmental Liability: If applicable based on the Architect's Scope of Work, the Architect is required to provide environmental and remediation (Architect's Pollution Liability –CPL-) insurance in the amount of Five Million Dollars (\$5,000,000.00) per claim limit and Five Million Dollar (\$5,000,000.00) aggregate limit per occurrence. The policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

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

"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 Agreement. 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.

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 to the City.

SubArchitects: The Architect shall require all subArchitects 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 subArchitect. 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 retention 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 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT's services.

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 Project shall include the City as an Additional Insured with respect to the Architect's activities to be performed under this Agreement. 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 Agreement, the Architect shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Architect'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, 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.

1.5 *SAMPLE AGREEMENT: The following document is a sample agreement of the City's Architectural Services Contract for 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. Additionally, the terms of the final contract may vary at the City's option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent Architect for consultant services.*

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 Planning & Zoning 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.

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 Architect, 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 Architect 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 Architect 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 Architect's responsibility under the Contract for Construction. The Architect shall not be responsible for the Construction Architect'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 Architect's Applications for Payment and certify the amounts due the Construction Architect 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 Architect'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 Architect 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 Architect immediately of the disapproval and shall inform the Construction Architect 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 Architect 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 Architect, 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 Architect 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 Architect 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 Architect, including any amounts needed to pay for final completion or correction of the Work.

D. The Architect shall obtain from the Architect 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 subArchitects, 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 subArchitect 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 subArchitect 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 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 (\$2,000,000.00).

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.

Environmental Liability: If applicable based on the Architect's Scope of Work, the Architect is required to provide environmental and remediation (Architect's Pollution Liability -CPL-) insurance in the amount of Five Million Dollars (\$5,000,000.00) per claim limit and Five Million Dollar (\$5,000,000.00) aggregate limit per occurrence. The policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

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

"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 Agreement. 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.

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 to the City.

SubArchitects: The Architect shall require all subArchitects 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 subArchitect. 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 retention 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 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 ARCHITECT 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 ARCHITECT 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 ARCHITECT's services.

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 Project shall include the City as an Additional Insured with respect to the Architect's activities to be performed under this Agreement. 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 Agreement, the Architect shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Architect'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, 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 subArchitects as it is for the acts and omissions of people directly employed by it. The Architect shall require each subArchitect 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 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 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 subArchitects. 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 subArchitect.

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: _____

END OF SECTION

SECTION 2 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available 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 download it for free from Adobe. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org/> The document number to request will be the same as the project number indicated in the invitation to bid. Bid 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 bids by fax.

2.1 PROPOSAL SUBMISSIONS:

All proposal submissions must include the following:

- X. Letter of Interest
- XI. General information on the firm and proposed sub-consultants
- XII. Statements summarizing the experience of the firm and proposed sub-consultants, including at least three references and summaries of comparable projects (type, scale, scope and fee):
 - Name of Company/Municipality*
 - Address*
 - Name and telephone number of contact person.*
 - Project Scope*
 - Budgeted Project Cost & Final Project Cost (state reasons for any substantial difference)*
- XIII. Detailed statements describing the organizational framework for this project, including clear identification of the lead firm, project manager and sub-consultants, and the roles and responsibilities of each sub-consultant
- XIV. Narrative, not to exceed twenty pages in length, that describes the suggested approach and addresses the goals and objectives stated in the scope of work
- XV. Resumes of key personnel assigned to for the term of this project and amount of time each member shall allocate to the project. Also include a statement to your Firm's 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
- XVI. A proposed work schedule
- XVII. Current AIA Forms 254 and 255 or Federal GSA Form 330
- XVIII. Proposed fee structure

You may include any additional information which demonstrates your qualification for this work.

Proposal submissions (original) + ten (10) copies are to be submitted to
Norwalk City Hall, Purchasing Department, Room 103
125 East Avenue P.O. Box 5125, Norwalk, Connecticut 06856-5125

2.2 PRICING RESPONSE FORM

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

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

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 Architect and the City.

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

1. Task #1	\$
Proposed Fee for Task #1 in Writing	
2. Task #2	\$
Proposed Fee for Task #2 in Writing	
3. Task #3	\$
Proposed Fee for Task #3 in Writing	
4. Task #4	\$
Proposed Fee for Task #4 in Writing	
5. Task #5	\$
Proposed Fee for Task #5 in Writing	
6. Task #6	\$
Proposed Fee for Task #6 in Writing	
7. Task #7	\$
Proposed Fee for Task #6 in Writing	
8. Total Lump Sum for all Seven (7) phases	\$
Total Lump Sum in Writing	

Submitted by _		
Authorized Agent of Company (name and title)		Date

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	.

Vendor Name _

2.3 STATEMENT OF QUALIFICATIONS

2. Provide fees for the following Additional Services and items as noted:

Since the availability of funding, project phasing and schedule are unknown at this time, Architect shall provide write-up on methodology in determining the fees/fee structure for Construction Administration Services for the City's consideration as part of the RFP evaluation process.

3. For informational purposes please identify the estimated time in man hours:

A.	Task #1	
B.	Task #2	
C.	Task #3	
D.	Task #4	
E.	Task #5	
F.	Task #6	
G.	Task #7	

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		-

5. 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	

Note: Include this Section 2.2 with your detailed proposal and return one (1) original and ten (10) copies to:

**City of Norwalk - Purchasing Department, Room 103
Norwalk City Hall, 125 East Avenue,
P.O. Box 5125, Norwalk, CT 06851-5125**

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.norwalkct.org>
Refer to document number 1006 – “General Bidding Information for Construction”.

SECTION 4
CITY OF NORWALK GENERAL SPECIFICATIONS FOR CONSTRUCTION

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 042011 containing Sections 101 thru 109-15 (eight-two pages) on file you may download this section from our website. www.norwalkct.org Refer to document #1008 – “General Conditions for Construction”

SECTION 5 – LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 010609, Express Request Doc. #1019

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 062211 or later on file you may download a copy the City's website www.norwalkct.org
Refer to Document number **1019 – “Living Wage Ordinance”**

APPENDIX A

REFERENCE DOCUMENTS

City of Norwalk

Central Norwalk Transportation & Pedestrian Master Plan Vollmer Associates March 2006

Department of Public Works: GIS mapping files including Norwalk Sidewalk Inventory 2009

Plan of Conservation & Development for Norwalk Chan Krieger Sieniewicz June 2008

The Plan of Conservation & Development recommends developing a network of bicycling trails between neighborhoods, points of interest, and along the Norwalk River and Norwalk Harbor. The plan recommends establishing appropriate bicycle lanes on select streets, expanding the NorWALKER program, expanding the Harbor trail and Riveredge Park and Bikeway, the development of the Route 7 linear park, and enhancement of the pedestrian infrastructure on Main Street. The plan also recommends the implementation of the Merritt Parkway trail as part of the East Coast Greenway.

Safe Routes to School: Norwalk Department of Public Works projects

Safety Improvements along Strawberry Hill Avenue near Nathan Elementary and Nathan Hale Middle Schools

Connectivity Study for SoNo & Norwalk Center: Norwalk Redevelopment Agency

2009 Plan underway <http://www.norwalkct.org/connectivity>

NorWALKER Walking Routes: Norwalk Health Department program

<http://norwalkhealth.com/walkingroutes/maps.htm>

South Western Regional Planning Agency

South Western Region Bicycle and Pedestrian Plan, 2009 Draft Plan underway

Norwalk River Valley/Route 7 Linear Trail: Norwalk & Wilton Milone & MacBroom, Inc., 1995

Website: www.geocities.com/nrvtct

Regional Plan Association

Merritt Parkway Trail Study Regional Plan Association: Connecticut Office

1994

State of Connecticut

Connecticut Department of Transportation (ConnDOT)

Statewide Bicycle and Pedestrian Transportation Plan

2009 Draft Plan underway

Fitzgerald & Halliday, Inc & Vanasse Hangen Brustlin, Inc,

<http://www.ctbikepedplan.org>

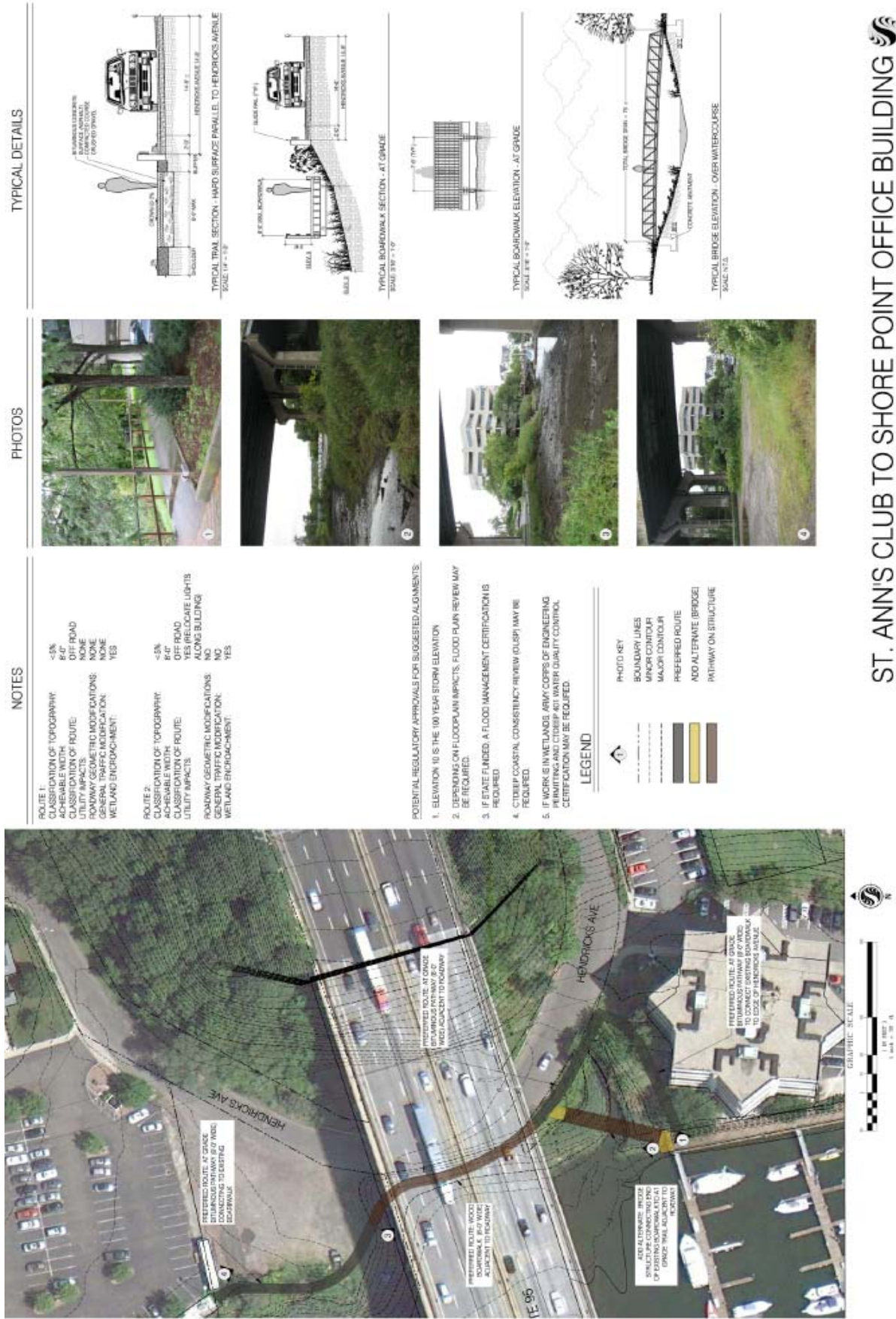
Central CT Bike Alliance: <http://www.connbike.org/advocacy/bike-pedestrian-planning>

U. S. Department of Transportation: National Biking & Walking Study

<http://www.fhwa.dot.gov/environment/bikeped/study/index.htm>

FHWA Bicycle and Pedestrian Design: <http://www.fhwa.dot.gov/environment/bikeped/design.htm>

Pedestrian & Bicycle Information Center: <http://www.bicyclinginfo.org/engineering/paths-principles.cfm>



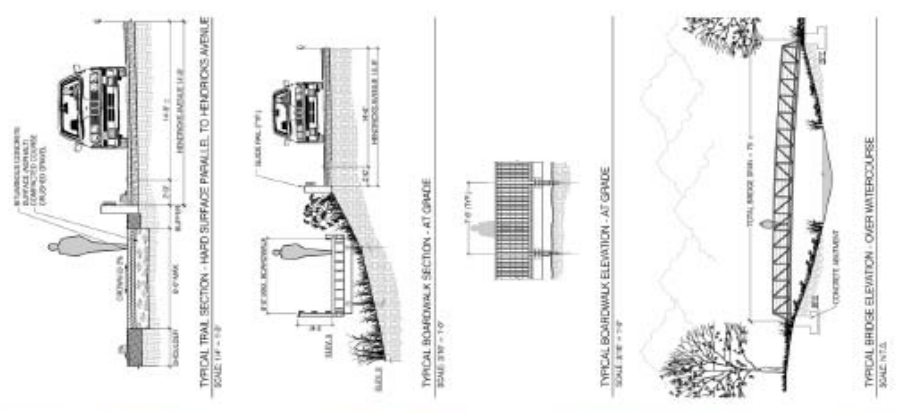
NOTES

- ROUTE 1:**
 CLASSIFICATION OF TOPOGRAPHY: <5%
 ACHEMABLE WIDTH: 6-7'
 CLASSIFICATION OF ROUTE: OFF ROAD
 ROADWAY GEOMETRIC MODIFICATIONS: NONE
 GENERAL TRAFFIC MODIFICATION: NONE
 WETLAND ENCROACHMENT: YES
- ROUTE 2:**
 CLASSIFICATION OF TOPOGRAPHY: <5%
 ACHEMABLE WIDTH: 6-7'
 CLASSIFICATION OF ROUTE: OFF ROAD
 ROADWAY GEOMETRIC MODIFICATIONS: YES (RELOCATE LIGHTS ALONG BUILDING)
 GENERAL TRAFFIC MODIFICATION: NO
 WETLAND ENCROACHMENT: YES

PHOTOS



TYPICAL DETAILS



- POTENTIAL REGULATORY APPROVALS FOR SUGGESTED ALIGNMENTS
- ELEVATION 10 IS THE 100 YEAR STORM ELEVATION
 - DEPENDS ON FLOODPLAIN IMPACTS. FLOOD PLAIN REVIEW MAY BE REQUIRED.
 - IF STATE FUNDED, A FLOOD MANAGEMENT CERTIFICATION IS REQUIRED.
 - CITIZEN COASTAL CONSISTENCY REVIEW (CCSR) MAY BE REQUIRED.
 - IF WORK IS IN WETLANDS, ARMY CORPS OF ENGINEERING PERMITTING AND CITEBP ACT WATER QUALITY CONTROL CERTIFICATION MAY BE REQUIRED.

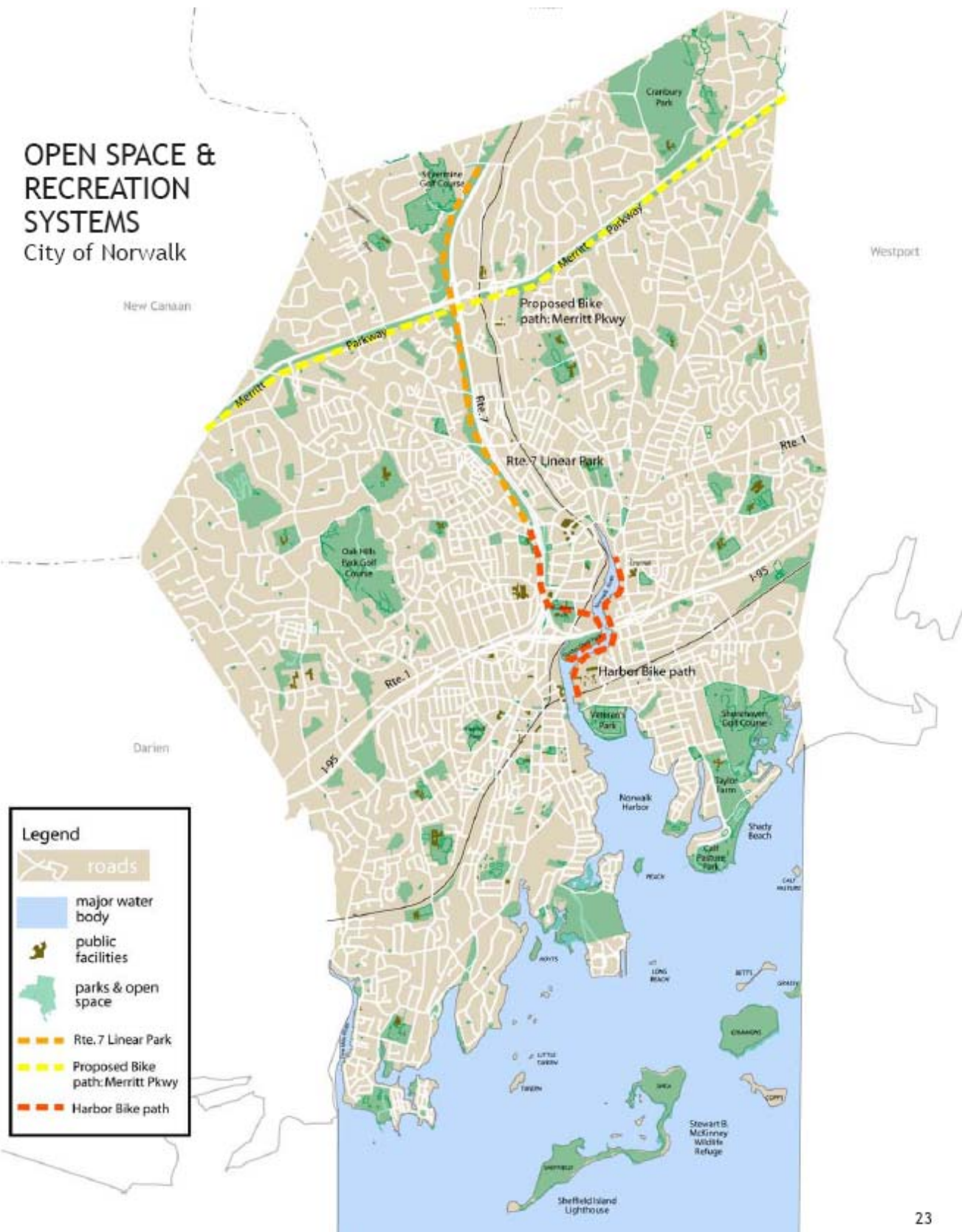
LEGEND

- PHOTO KEY
- BOUNDARY LINES
 - UPPER CONTOUR
 - LOWER CONTOUR
 - PREFERRED ROUTE
 - ADD ALTERNATE (BRIDGE)
 - PATHWAY ON STRUCTURE

Figure A

OPEN SPACE & RECREATION SYSTEMS

City of Norwalk



Legend

- roads
- major water body
- public facilities
- parks & open space
- Rte. 7 Linear Park
- Proposed Bike path: Merritt Pkwy
- Harbor Bike path

TRANSPORTATION

City of Norwalk

