



**DEPARTMENT OF FINANCE
OFFICE OF PURCHASING**

September 15, 2014

PROJECT #	3475	
PROPOSALS DUE	No Later Than, 2:00 PM	October 3, 2014
PROJECT TITLE	REQUEST FOR PROPOSALS RE: ARCHITECTURAL DESIGN SERVICES – Replacement of the slate roof – Gallaher (manor house) Mansion	
PROJECT SITE	Cranbury Park, 300 Grumman Avenue, Norwalk Connecticut, 06851	

The City of Norwalk (The City) is soliciting proposals (Request For Proposal/RFP's) from qualified Architects and/or Engineers to provide comprehensive architectural and engineering design services, plans, specifications and project oversight for the replacement of the slate roof of the Gallaher (manor house) Mansion located at 300 Grumman Avenue, Norwalk, Connecticut, 06851 within Cranbury Park. The budget for the design phase portion of this project is approximately \$30- 40,000.00. Your firm is invited to provide a proposal for these services. To follow are the requirements that specifically apply to this solicitation.

A PRE-PROPOSAL CONFERENCE will be held at 2:00pm, Tuesday, September 23rd, 2014 at the Gallaher Mansion, 300 Grumman Avenue, Norwalk, Connecticut, 06851.

RFP DOCUMENTS, if not attached to this invitation, are available upon receipt of this document 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.

All questions regarding this Request For Proposal (RFP) must be directed in writing to, **Gerald J. Foley, Purchasing Agent**, via e-mail or fax number (203) 854-7817. The deadline for submission of questions is 2:00PM, Friday, September 26, 2014.

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

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

1.0 QUESTIONS CONCERNING THIS REQUEST FOR PROPOSAL (RFP)

No alleged "verbal interpretation" shall be held valid. No oral interpretations shall be made to any respondent as to the meaning of any of these documents or to be effective to modify any of the provisions of this request. Every request for an interpretation shall be made in writing; or via e-mail, (gfoley@norwalkct.org); or by fax, at (203) 854-7817, addressed and forwarded to:

Gerald J. Foley, Purchasing Agent
City of Norwalk,
Purchasing Department , , Room 103
125 East Avenue ,P.O. Box 5125
Norwalk, Connecticut 06856-5125

Businesses, without fax or Internet access equipment, may contact the Purchasing Department directly at (203) 854-7712 for RFP information.

All questions received as above provided, and the decision regarding each, will be arranged as addenda. Any related addenda will be published at least three (3) business days prior to the submission deadline and shall become a part of the contract. Prospective respondents may obtain a copy of the addenda, if any, online at the City website at <http://www.norwalkct.org> and, as determined to be appropriate by the Purchasing Department, by fax or e-mail. Non-receipt of said addenda shall not excuse compliance with said addenda. It is the responsibility of each respondent to determine whether any addenda have been issued and if so, whether the respondent has received a copy of each. Addenda issued during the bidding period shall supersede any previous information.

1.1 GENERAL INFORMATION

The City of Norwalk (The City) is soliciting proposals (Request For Proposal/RFP's) from qualified Architects and/or Engineers to provide comprehensive architectural and engineering design services, plans, specifications and project oversight for the replacement of the slate roofing of the Gallaher (manor house) Mansion located at 300 Grumman Avenue, Norwalk, Connecticut, 06851 within Cranbury Park. The budget for the design phase portion of this project is approximately \$30 - 40,000.00.

A. Description of the City

Norwalk was first settled in 1640 and is currently the sixth largest City in Connecticut with a population of 84,437. The City is located in Fairfield County along the Long Island Sound, includes a number of islands and covers an area of 36.3 square miles. While preserving its suburban character, the city has a significant number of commercial and industrial establishments as well as being the location of many corporate headquarters.

The City of Norwalk is governed by a Mayor, who serves as the Chief Executive Officer, a 15 member Common Council and a 7 member Board of Estimate and Taxation. A Superintendent of Schools, who serves as the Chief Executive Officer, and a 9 member Board of Education oversees the operations of the public school system.

The City's Recreation and Parks Department maintains over 1,200 acres of public park land, including 2 public beaches on Long Island Sound, 227 acres of open space at Cranbury Park, 70 acres of waterfront park land at Veteran's Park, site of the annual Oyster Festival and Calf Pasture Beach, and many neighborhood parks. The Department also maintains numerous athletic fields, tennis and basketball courts, and playground located throughout the community. Additionally, a new riverfront park, Heritage Park officially opened in June 2001 for walking trails and will continue to undergo enhancements over the next 10 – 15 years. The Department's Recreation Division sponsors a full complement of active and passive recreational programs for all age groups.

B. Overview of the Existing Conditions

The Gallaher Estate manor house Mansion was built in 1930 by Edward B. Gallaher and his wife Inez as a private residence. The Gallaher Estate is listed in the State and National Register of Historic Places. The manor house is three story Tudor Revival style mansion that features oak paneling, French doors, painted murals and stained glass windows. The manor house was designed by Percy Livingston Power. The elegant manor house and formal garden and tea house is a popular spot for weddings, parties and luncheons.

The Gallaher Estate is located within Cranbury Park. Cranbury Park is approximately 227 acres of public parkland acquired by the City of Norwalk in 1965 from the Stevens Institute. Cranbury is Norwalk's largest park it is considered a "suburban park in an urban setting". The Park is located in the northeastern corner of the City and borders on the north and north east side with Wilton, Connecticut. The Park consists of both open fields and a deciduous forest cover with some specimen trees and seasonal wetlands.

After 84 years the Gallaher Manor house's original slate roof is in need of replacement.

1.2 PROJECT OVERVIEW:

This project will be coordinated and overseen by the Recreation and Parks, in consultation with the Norwalk Historical Commission, with reviews required by the City of Norwalk Public Works and Building Management Department.

The construction of the plans developed by this project may be done in phases as funding allows. Construction estimates for each item in the plan must be provided. The successful consultant will provide both PDF, CAD, and Word electronic files of all final work products in addition to hard copies.

Project Budget:

The design budget for this project is approximately \$30,000.00 to 40,000.00

1.3 MILESTONE SCHEDULE:

The programming and schematic design phases shall begin upon notice to proceed and be completed as quickly as practical.

Pending the availability of funding and upon City approval of the schematic design and cost estimate for the project, the design team would proceed with the completion of the design development and construction document phases.

The target for the completion of the construction bid documents and cost estimates is December, 2014. Pending the availability of funds, the project would go out to bid in March, 2015 and construction would commence in July, 2015, with completion on or before September 30, 2015.

The following is proposed project schedule:

September 12, 2014	Advertise RFP
September 23, 2014	Pre-proposal conference
September 26, 2014	Deadline for questions
October 3, 2014	RFP submission deadline
October 10, 2014	Interview of shortlisted firms
October 15, 2014	Recreation, Parks and Cultural Affairs Committee of the Norwalk Common Council approval
October 28, 2014	Norwalk Common Council approval
November, 2014	Contract execution
December, 2014	Complete Programming and Schematic Design (SD) Phases
January, 2015	Complete Design Development (DD)
February, 2015	Complete construction bid documents
March, 2015	Advertise for bid
April, 2015	Bid opening
May, 2015	Recreation, Parks and Cultural Affairs Committee of the Norwalk Common Council approval
May, 2015	Common Council approval
June, 2015	Contract execution
July, 2015	Start construction
September, 2015	Project Completion

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

Candidates will be required to:

- Provide AIA forms #GSA254 and 255 or SF330
- Provide one (1) original plus ten (10) copies of your proposal as outlined in the Request for Proposal Documents.

1.4 SCOPE OF SERVICES

The intent of this request is to obtain proposals from qualified architectural firms with extensive experience in the preservation of historic structures, licensed in the State of Connecticut, to produce design drawings, construction drawings and specifications and to provide construction administration services for the replacement of the slate roofing of the Gallaher manor house Mansion in accordance with the approved Comprehensive Master Plan for the Gallaher Estate dated December , 2012.

Additionally, the Architect must be thoroughly familiar with the United States' Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.

The Architect shall also assist the City in obtaining all necessary approvals, including but not limited to, Planning & Zoning Commissions, Norwalk Common Council, in addition to any and all others as deemed necessary by the City. Evaluation of candidates will be based on demonstrated competence and professional experience, and the ability to work successfully with committees.

The successful Firm shall be expected to work closely with the Recreation and Parks Department in preparing the detailed designs and specifications for this project and to ensure that the final project design achieves the goals established by the City. All proposals must be made on the basis of and meet or exceed the requirements contained herein.

Services shall include, but not limited to, the preparation and submission of schematic design phase alternatives, design phase plans and drawings, specifications, bid documentations, reviewing bid responses, construction administration, all governmental approval processes required, and shall require the successful Firm to attend and participate at meetings of various committees, groups, and all others, as deemed necessary by the City.

In performing the required services, designs or other documents to be submitted, the Architect shall conform to applicable provisions of Federal, State and local laws and regulations affecting methods of construction and materials, not limited to zoning regulations, state fire safety codes, State Building Code requirements. (BOCA), and the requirements of both the Occupational Safety and Health Act of 1970 (OSHA) and the Americans with Disabilities Act of 1991 (ADA) ICC/ANSIA117.1, State Health Code. Section 504-Rehab Act.

1.5 PROJECT DELIVERABLES

A. Schematic Design Phase Deliverables: Services shall include, but are not limited to, the preparation and submission of design alternatives, plans, drawings, submittals, outline specifications and determination of all State and local governmental approvals required and shall require the successful Architect to attend and participate at meetings of various committees and groups. More specifically, at a minimum it is anticipated that the following professional services will be required during Schematic Design Phase:

- **Meetings and Design Consultation:** Attend all meetings with City agencies and confer with all other public and private agencies involved in or connected with the project. Prepare minutes of meetings for record.
- **Measured Drawings and Existing Conditions Evaluation:** It shall be the responsibility of the successful Architect to conduct a thorough investigation of the existing roof conditions as they relate to any proposed improvements. Architect shall create CAD documents as necessary. Include field verification of all existing construction, site conditions and utilities.
- **Environmental Investigations:** Within the Architect's proposed scope of work and City has established an allowance for Environmental Consulting Services in the

amount of \$3,000.00. The architect shall separately identify a licensed environmental consultant/ engineer:

- **Architectural Design Services:** Architect shall complete site analysis and all services as referenced above. Thereafter, the Architect shall develop design options for approval. Deliverable for this phase shall be as necessary for the Architect to present the options in sufficient detail (including but not limited to square footage costs and preliminary schedule) for the City to decide on the preferred option. Upon acceptance of the preferred option by the City, the Architect shall proceed with Schematic Design Phase. Services shall include, but not limited to, architecture, structural, and code compliance as required. At minimum, the deliverables to be prepared by the architect at the completion of the Schematic Design Phase shall consist of the following:

1. Diagrammatic details at ¼ inch scale or ½ inch scale as appropriate.
2. Material/Systems Outline Specifications at a minimum addressing the following:

Roofing Materials Systems - Describing proposed materials, design criteria to be employed in meeting the requirements of a historic facility.

Modification of Roof Framing Structure - Describing any proposed materials, design modifications to be employed in meeting the requirements of a historic structure.

Estimate of Probable Construction Cost - Based on the schematic design documents, the Architect shall assist the City in the development of a Preliminary Construction Cost Estimate for the project.

Schedule – The Architect shall assist the City to develop, as a component of this process, potential phasing possibilities to reflect availability of funding constraints.

Reimbursable Expenses: No fee or mark-up may be charged for reimbursable expenses. Expenses of printing, postage, copying and reproducible drawings shall be reimbursed at the architect's direct cost.

- B. Final Design Phase Deliverables:** Upon completion of the Schematic Design Phase, the Architect shall proceed with the Final Design Development Phase and thereafter Construction Document Phase. Services shall include, but not limited to, the preparation and submission of final plans, drawings, submittals, specifications and all documents necessary for competitive bidding. The Architect shall coordinate with all State and local governmental approvals and attend and participate at meetings of various committees and groups. The Architect and all subconsultants shall continue with the development of all required design disciplines, tasks and deliverable as specified in the Schematic Design Phase and the level of services and deliverables shall exceed minimum professional standards as set forth for project Design Development and Construction Document Phases. In addition, it is anticipated that the following additional professional services will be required:

- **State and Local Permits and Approvals:** Coordination and attend all meetings for all required state and local permits. Architect shall respond to comments and implement all required changes in a timely fashion.

- Subconsultant Deliverable: The Architect shall coordinate/manage deliverables from all consultants and incorporate all drawings, specifications and requirements into a complete set of bid documents for bidding.
- Estimate of Probable Construction Cost: The Architect shall provide the City with all necessary Final Design Development Phase documents and at the 90% construction document, to assure that the project is being kept within its approved budget. In the event of cost overruns, the Architect will be responsible to take all necessary action and implement necessary design modifications to bring the project within approved budget at no additional cost to the City. The documents shall include a project scope for the entire buildings with delineations of phasing as approved by the City.

Miscellaneous:

1. Existing field measured plans at 1/8 inch or 1/4 inch scale.
2. All elevations shall be 1/8 inch or 1/4 inch scale.
3. Drawings shall include, but are not limited to, roofing materials, structural, exterior finishes and code requirements. All exterior work must be clearly identified on elevations. Architect shall provide sizes, materials, colors, etc... for all exterior architectural elements and shall be in full compliance with aforementioned rehabilitation and preservation guideline documents.
4. Schedule: Update the project schedule to reflect the completion of scheduled activities and refine the schedule of activities for the construction document phase and finalize the project purchase and construction schedule.

1.6 ADDITIONAL SERVICES

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

1.7 REIMBURSABLE EXPENSES

Generally, items such as travel time, travel expenses, mailing (including overnight mail), telephone (including long distance and cell phone use), in-house printing, printing of final/progress reports and documents as required for submission are not subject to separate reimbursement. Said costs shall be included as part of the fee proposals.

Printing of bid documents will be considered a reimbursable expense as well as items which have received prior approval from the City.

1.8 PROPOSAL SUBMISSION FORMAT

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Firm's name and address must appear on the envelope. Proposals should put forth full, accurate, and complete but concise information as required by this request. In addition to the Proposal Response Form, the proposal should include:

1. Title Page. This should include your company name, address, telephone and fax numbers, and person to contact regarding this proposal with e-mail address.
2. Executive Summary: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from other architectural firms. Outline the firm's experience with similar current or completed public building ADA compliant site improvement projects and include form SF330 or GSA 254 and 255
3. Scope of Services: Identify specific services that will be provided by the Architect/Engineer and any other recommended services in addition to those identified herein for consideration and possible incorporation. List any services or consultants that are specifically excluded from this proposal. List the name and address of any consulting firm(s) that may be used on this project with a brief description of their qualifications and your prior association with them, if any. Include form SF330 or GSA 254 and 255 for key consultants.
4. Project Team Organization and Staffing: Provide an organizational chart for the proposed staff for this project, including any consultants. Identify the Principal of the firm who will be responsible for the project and include resumes of all key project team members. In addition;
 - a. Provide a brief description of similar projects in which the key personnel may have worked together as a team. Include previous assignment information such as title, length of time on job, references and contact information.
 - b. Estimate the percent of time you will have each staff member working on the assigned project.

The City reserves the right to interview and specify key staff members on this project.

- 5 Describe your project approach and how your staff and consultants will be organized and utilized both during design and construction administration phases.
6. Provide three references that will be able to verify the quality of the firm's services, technical ability and proposed key staff, with title, position, their relationship to the project, and telephone numbers phases.
7. Proposal Response Forms (Section 2.2). Include an allowance and schedule of anticipated reimbursable expenses broken down by Programming/Schematic Design, Final Design, Construction Document and Construction Administration phases. Printing of documents for bidding and construction purposes will be by others.
8. All candidates must be available for interview. (if requested)
9. Candidates are advised that the selection of Architects/Engineers by the City will be made in full compliance with the Freedom of Information laws and regulations.

1.9 CRITERIA FOR EVALUATING PROPOSAL SUBMISSIONS

Proposal submissions will be evaluated based on the following criteria:

1. The key personnel to be assigned to the project and their present workload.

2. The firm's qualifications, experience, and demonstrated expertise with preservation of historic building projects in general and specifically slate roofing renovation and or repair projects of a similar, size, scope, and nature.
3. The firm's experience, and demonstrated expertise with the preservation of historic structures, The State of Connecticut's Historic Preservation Office and the National Park Service's Secretary of the Interior's Guidelines for Historic preservation.
4. The project team's experience with projects of similar nature and scope.
5. Previous design and oversight experience in projects involving alterations, renovations and or repairs to similar facilities.
6. The proposed project approach and how staff and consultants will be organized and utilized both during design and construction administration phases.
7. Extent of services offered, and depth and extent of overall resources that can be put to use to ensure the success of the project.
8. Quality of references from previous clients.
9. Preliminary schedule of time needed to initiate and complete the project and identifying key phases of design.
10. Proposal Response Forms, and fees.
11. Quality and completeness of the proposal submission document.

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

1.10 PROPOSAL REVIEW AND SELECTION PROCESS

Following initial review, it is anticipated that candidates will be short-listed to three (3) or four (4) semi-finalists. Semi-finalists will be invited to make a presentation, not to exceed twenty (20) minutes, followed by a question and answer period of approximately twenty (20) minutes. The interview date shall be Friday, October 10 2014. Thereafter, the City may choose to select one firm for the project or to conduct a second round of interviews.

1.11 INSURANCE REQUIREMENTS

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

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

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

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

A. Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the 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.

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 subcontractor or subconsultant 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.

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

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

Deductibles and Self-Insured Retentions: Any deductible or self-insured 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, 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.

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

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
«VendorName»
FOR ARCHITECTURAL SERVICES
REGARDING
«Project»**

THIS AGREEMENT, entered into this _____ day of _____, 2014, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized (hereinafter referred to as the "CITY"), and «VendorName», a professional architectural firm licensed pursuant to the requirements of Chapter 390 of the Connecticut General Statutes; having offices at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter referred to as the "ARCHITECT").

WITNESSETH THAT:

WHEREAS, «Project»(the Project); and

WHEREAS, the CITY has determined that it needs professional architectural engineering and landscape design services in order to complete the Project; and

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

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

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

Article 1. Employment of the ARCHITECT

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

102. «ProjectContact», Building and Facilities Manager for the City of Norwalk or his 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 required by 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. A. The Services to be performed by the ARCHITECT under this Agreement shall consist of Design/Contract Document Preparation Phase services, as they are set forth in Section 206 hereof as well as the CITY's Request for Proposals - Project # _____, Addendum # 1, dated _____; and ARCHITECT's Proposal, dated _____, which documents are attached hereto and made a part hereof as **Exhibit A, A-1 and B** respectively (the Services)

B. 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 any of the Additional Services set forth in Section 207 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 CITY. 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 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 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 CITY has approved such plans or documents. Failure of the plans and documents to conform to such laws and regulations shall be considered to be a failure on the part of the ARCHITECT to properly and adequately perform under the terms of this Agreement.

203. In performing the Services required under this Agreement, the ARCHITECT shall meet with staff representatives of the City and its agencies as often as may be reasonably necessary, and shall also be available, upon request, to consult with various departments of the CITY, and State officials concerning the Project.

204. Unless otherwise agreed to by the Director, all final, approved documents and bidding materials required to be submitted under this Agreement shall be submitted in four (4) copies. With respect to final plans, drawings and specifications submitted under Sections 206 through 208, the ARCHITECT shall submit complete documents on electronic format (at the request of the CITY) as well as four (4) black line prints thereof.

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

206. Design Phase/Contract Document Preparation

A. The ARCHITECT shall conduct all necessary field investigations of the Project Site in order to verify all data and information provided by the CITY, and to assess existing conditions that would potentially impact the Project.

B. The ARCHITECT shall prepare and submit for approval by the CITY sealed construction drawings, complete technical specifications setting forth in detail the design and Specifications needed for the completion of the Project. The ARCHITECT shall: 1) obtain from the CITY's Purchasing Agent and/or the Director the CITY's standardized Bid Documents, Instructions to Bidders, and Standard Specifications, and 2) incorporate all such documents and any and all relevant test data, surveys and other information related to the Project with

the technical specifications prepared under this section (the Construction Contract Documents).

C. The services to be performed during the Design Phase shall be completed no later than «ProjectEndDate». Thereafter, the ARCHITECT shall provide continued construction administration services during the construction of the Project, which shall be completed no later than «ProjectEndDate».

207. Additional Services

A. Additional Services beyond the scope of the Basic Services described in Sections 201 through 206 hereof, shall be performed by the ARCHITECT only upon the written request of the CITY and with authorization for the expenditure of funds in connection therewith. In the event the ARCHITECT does not obtain written permission of the CITY for any Additional Service, the CITY shall not be liable to the ARCHITECT for the cost of any such Service.

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

1. Providing full-time site representatives or clerks of the works.

2. Making substantial revisions in drawings, specifications or other documents after the CITY has approved all services to be performed by the ARCHITECT under Section 206, because of a major change in the scope or character of the Project; Provided, however, that revisions which are (a)

required for purposes of meeting the Approved Budget for Construction Costs, or (b) corrections of, negligence and/or omissions and/or errors of the ARCHITECT, will not be deemed to be Additional Services.

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

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

5. Preparation of record drawings on mylar showing any changes in construction contract drawings caused by unforeseeable job conditions and revisions.

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

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

Article 3. City's Responsibilities

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

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 CITY, a Final Certificate of Occupancy is issued for the

Project, and final payment for the same has been made, which acceptance 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 CITY.

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

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

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 of any of its rights herein or at law.

Article 5. Compensation

501. Basic Services

The CITY shall compensate the ARCHITECT for the satisfactory performance of the Services required by this Agreement the amounts set forth in the ARCHITECT's Pricing Response form, attached hereto as **Exhibit C**. The total amount of compensation payable hereunder shall not to exceed **«ContractBudgetInEnglish»(\$«ContractBudget»)**.

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

502. Additional Services.

A. Additional Services are those services not contemplated by the terms of Sections 206 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. The parties understand that the CITY is dependent upon receiving additional appropriations or budgeted funds to compensate the ARCHITECT for additional services beyond the scope of the Basic Services described in this Agreement. As such, the parties understand that payment for Additional Services is subject to proper authorization from the CITY's Common Council, appropriation of funding and a written amendment to this Agreement.

503. Compensation Amounts Comprehensive.

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

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

504. Method of Compensation

A. For the Basic Services required, the CITY shall make payments to the ARCHITECT on the basis of itemized invoices certified by a principal of the ARCHITECT setting forth the services performed and the compensation due the ARCHITECT in conformity with the fees set out in Exhibit C. 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 CITY.

B. With respect to Additional Services, the ARCHITECT shall be compensated in accordance with the provisions of Section 502, upon approval by the CITY of invoices certified by the ARCHITECT setting forth the Additional Services performed, together with cost to the ARCHITECT of such services for the period for which the certified invoice is submitted. The CITY may, prior to making any payment under this Subsection, require the ARCHITECT to submit to it such additional information with respect to the ARCHITECT's costs as is reasonable.

Article 6. Record Retention

601. Architect's Obligations

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

602. Maintenance and Audit of Records

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

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

Article 7. Insurance

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

The ARCHITECT agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto and to keep the same in continuous effect for a period of three (3) years following the date on which the Director indicates the termination of the ARCHITECT's responsibilities hereunder. Before commencing the Project, the ARCHITECT shall furnish to the CITY a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance policy shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies providing coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

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

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

Article 8. Indemnification

The ARCHITECT shall indemnify, defend and save harmless the CITY, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggrievement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by

the ARCHITECT, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of a defect in any plan, drawing, design, 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.

Article 9. General Provisions

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

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

Upon receipt of written notification the ARCHITECT shall immediately cease performance of its Services under this Agreement and assemble all material that has been prepared, developed, furnished or obtained under the terms of this Agreement in its possession or custody and shall transmit the same to the CITY on or before the tenth day following the receipt of the above written notice of termination, together with its evaluation of the fees for its services performed.

Said material shall include but not be limited to, documents, plans, computations, drawings, notes, records and correspondence.

C. It is the intent of this Agreement to secure the personal services of the ARCHITECT's principals and duly licensed and competent employees, who are acceptable to the CITY. Failure of the ARCHITECT for any reason to make such a person or persons available to the CITY to the extent necessary to perform the Services required in a skillful and prompt manner shall be cause for termination of this agreement. All persons engaged in the work required under this Agreement shall be authorized and licensed under State law to perform such Services.

D. The ARCHITECT shall not assign or subcontract this Agreement or any of the Services to be performed by it hereunder without prior consent of the CITY in writing. Any assignment or subcontracting in violation hereof shall be void and unenforceable. The ARCHITECT shall be as fully responsible to the CITY for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The ARCHITECT shall require each subcontractor approved by the CITY to agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which ARCHITECT is bound.

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

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

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

(3) The ARCHITECT has materially breached any term of this Agreement; then the CITY may withhold payment of any amount otherwise due and payable to the ARCHITECT hereunder, retain such amount for such period as it may deem advisable to protect the CITY against any loss and may, after written notice to the ARCHITECT, apply such amount in satisfaction of any claim herein described. Additionally the CITY has the right, power and authority to terminate this Agreement for the causes stated above and to complete the services or any part

thereof, and the ARCHITECT shall be obligated to pay the CITY for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby. For the purpose of such completion the CITY may, for itself or for any of its ARCHITECTS take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the CITY may otherwise have.

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

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

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

These provisions are intended solely for the benefit of the CITY, and no person shall have any right against the CITY or claim against the CITY by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

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

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

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

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

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

Both parties further agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of each party as relate to the provisions of Section 4-11a of the General Statutes of Connecticut, as revised. The ARCHITECT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, sex, color or national origin.

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

To the Architect:
«VendorAuthorizerTitle»

«VendorAuthorizer»,

«VendorName»

«VendorAddress1»

«VendorAddress2»

«VendorCity», «VendorState»

«VendorZip»

P. The ARCHITECT represents to the CITY as follows:

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

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

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

Signed, Sealed and Delivered
in the Presence of:

WITNESSES:

CITY OF NORWALK

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

signed: _____

Date

WITNESSES:

«VendorName»

By: _____
«VendorAuthorizer»
Its
Duly Authorized

«VendorAuthorizerTitle»

Date

signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____

By: _____

Comptroller

Dated: _____

INSURANCE RIDER

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

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

Minimum Scope and Limits of Insurance:

Workers' Compensation insurance: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, 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 Dollars (\$500,000.00) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) 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 Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

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

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability -CPL-) insurance in the amount of Five Million Dollars (\$5,000,000.00) per claim limit and Five Million Dollars (\$5,000,000.00) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, 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 Contractor, its employees or any subcontractors or subconsultants performing any professional services under this Agreement, the Contractor 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. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

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

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

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

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

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

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

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

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds

(or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, 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.

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.

PROPOSAL SUBMISSIONS are to be delivered One (1) original plus ten (10) copies to:

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

2.1 FORM OF PROPOSALS:

The objectives of this request for proposals are to identify the organizations best qualified to perform the services and to identify the most practical proposals.

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Candidate's name and address must appear on the envelope. Proposals should put forth full, accurate, and complete but concise information as required by this request. In addition to the Proposal Response Form, the proposal should include:

1. Title Page. This should include your company name, address, telephone and fax numbers, and person to contact regarding this proposal with e-mail address.
2. Executive Summary: Provide a brief history of your firm, company structure, and identify the key acquired proficiencies in the practice of historic preservation that distinguishes your firm from other architectural firms. Outline the firm's experience with similar current or completed historic building restoration projects and include form SF330 or GSA 254 and 255
3. Scope of Services: Identify specific historic preservation services that will be provided by the Architect/Engineer and any other recommended services in addition to those identified herein for consideration and possible incorporation. List any services or consultants that are specifically excluded from this proposal. List the name and address of any consulting firm(s) that may be used on this project with a brief description of their qualifications and your prior association with them, if any. Include form SF330 or GSA 254 and 255 for key consultants.
4. Project Team Organization and Staffing: Provide an organizational chart for the proposed staff for this project, including any consultants. Identify the Principal of the firm who will be responsible for the project and include resumes of all key project team members. In addition;
 - a. Provide a brief description of similar projects in which the key personnel may have worked together as a team. Include previous assignment information such as title, length of time on job, references and contact information.
 - b. Estimate the percent of time you will have each staff member working on the assigned project.The City reserves the right to interview and specify key staff members on this project.
5. Describe your project approach and how your staff and consultants will be organized and utilized both during design and construction administration phases.
6. Provide three references that will be able to verify the quality of the firm's services, technical ability and proposed key staff, with title, position, their relationship to the project, and telephone numbers phases.
7. Proposal Response Forms (Section 2.2). Include an allowance and schedule of anticipated reimbursable expenses broken down by Programming & Schematic Design, Design Development, Construction Document and Construction Administration phases. Printing of documents for bidding and construction purposes will be by others.

2.2 PRICING RESPONSE FORM, RFP #3475 – Architectural Design Services – Roof Replacement Gallaher Mansion

Architect Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

NOTE The City reserves the right to award this contract in phases to one Firm.

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

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

The undersigned further understands and agrees that he / she will furnish and provide all the necessary, services, and other items of whatever nature, and to do and perform all the services necessary, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

1. PROPOSED FEES: Architectural Design Services – Roof Replacement – Gallaher Mansion

A. Schematic Design Phase: (include an allowance of \$3,000.00 for Environmental Services)	\$
B. Final Design Phase:	\$
C. Construction Documents and Bidding Negotiation Phases:	\$
D. Construction Administration Phase: (include an allowance of \$10,000.00 with your submission)	\$10,000.00
E. Total Fee [Items A through D above]	\$
Total Fee in words:	

2. INSURANCE:

Agency Name	
Agency Address	
Limit of Commercial General Liability Coverage	\$
Limit of Errors & Omission Liability Coverage	\$

3. CERTIFICATION:

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	

Architect Name -

4. For informational purposes please identify the estimated time in staff hours:

A.	Schematic Design Phases:	
B.	Design Phase	
C.	Construction Documents Phase	
D.	Bidding/Negotiation Phase	
E.	Contract Administration	

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

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

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

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

SECTION 3
GENERAL BIDDING INFORMATION
FOR CONSTRUCTION

Rev. 08/08/2013, Document #1006

NOTE: SECTION 3 contains the City's General Bidding Information for Construction. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013 or after on file you may download a copy from the Terms and Conditions section of our website at the Internet at <http://www.norwalkct.org> . Document number **1006**.

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

SECTION 4
CITY OF NORWALK
GENERAL CONDITIONS
FOR CONSTRUCTION

Rev. 04/20/2011

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 04/20/2011 or later on file you may download a copy from the Terms and Conditions section of our website at the Internet at <http://www.norwalkct.org> . Document number **1008**

<http://www.norwalkct.org/documentcenter/view/866>

**SECTION 5 – LIVING WAGE ORDINANCE
GENERAL INFORMATION**

Rev. 05/01/13

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 06/26/2014 or later on file you may download a copy from the Terms and Conditions section of our website at <http://www.norwalkct.org> Document number **1019**

<http://www.norwalkct.org/documentcenter/view/862>

Exhibit Materials

<u>Comprehensive Master Plan for Gallaher Estate</u>	December, 2012	(42 Pages)
<u>Roof Evaluation Report</u>	March 30, 2012	(14 Pages)
<u>Existing Masonry Conditions Survey</u>	March, 2012	(29 Pages)
<u>Existing Conditions – Architectural Elevations</u>	March 16, 2012	(5 Pages)
<u>Structural Condition Assessment</u>	April 26, 2012	(4 Pages)
<u>Hazardous Materials Survey Report</u>	March 22, 2012	(11 Pages)