

**CITY OF NORWALK  
PURCHASING DEPARTMENT**



**SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE  
NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING**

<b>PROJECT NUMBER:</b>	<b>3883</b>
<b>REQUESTING DEPARTMENT:</b>	<b>Building Management</b>
<b>DATE OF RFP ISSUANCE:</b>	<b>November 13, 2018</b>
<b>TITLE OF RFP:</b>	<b>Architectural and Engineering Design Services for Miscellaneous Projects at Norwalk High School</b>
<b>DATE OF RFP OPENING:</b>	<b>December 11, 2018</b>
<b>MANDATORY WALKTHROUGH:</b>  <b>DATE, TIME AND LOCATION OF WALKTHROUGH</b>	<b>YES ( ) NO ( X )</b>  <b>November 28, 2018, 3:00 PM, Norwalk High School, 23 Calvin Murphy Dr., Norwalk, CT 06851</b>
<b>TIME OF RFP OPENING:</b>	<b>2:00 PM</b>
<b>RFP DEPOSIT REQUIRED:</b> <b>IF YES, AMOUNT REQUIRED</b>	<b>YES ( ) NO ( X )</b>
<b>SUCCESSFUL BIDDERS ONLY:</b> <b>PERFORMANCE &amp; PAYMENT BOND REQUIRED:</b> <b>IF YES, AMOUNT REQUIRED</b>	<b>YES ( ) NO ( X )</b>
<b>SUCCESSFUL BIDDERS ONLY:</b> <b>MAINTENANCE BOND REQUIRED:</b> <b>IF YES, AMOUNT REQUIRED:</b>	<b>YES ( ) NO ( X )</b>

**ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.**

**NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A RFP TO BE COMPLIANT**

- 1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM**
- 2. RFP FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (ONE ORIGINAL PLUS EIGHT (8) COPIES)**
- 3. EXCEPTIONS (IF ANY)**

CITY OF NORWALK  
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**NOTICE TO BIDDERS**

1. ALL RFPs WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY RFP RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. IF A BIDDER USES A COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE RFP REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL RFPs SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE.
4. OBLIGATION OF BIDDERS:
  - a. AT THE TIME OF OPENING RFPs, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR RFP.
  - b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH METHODS OR MEANS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
5. TIME IS OF THE ESSENCE (IF APPLICABLE):
  - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

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**BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Bidder's Name

Street Address

City	State	Zip

Business Telephone:
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Email Address:
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Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
Signature	Date



# CITY OF NORWALK PURCHASING DEPARTMENT

## GENERAL INFORMATION

### 1. INTRODUCTION

The City of Norwalk (The City) is soliciting proposals (Request For Proposal/RFP's) from qualified Architects to provide architectural and engineering design services and assist the Norwalk Facilities Construction Commission (NFCC) with the Norwalk High School - for miscellaneous projects. Your firm is invited to provide a proposal for this project. Following are the requirements that specifically apply to these projects.

### 2. RFP DOCUMENTS

All RFP documents for this invitation are 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.

### 3. ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.org>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the RFP deadline. It is the responsibility of the bidder to check for issuance of any addenda.

### 4. BIDDER'S LIST

Bidder's list for this solicitation will not be published.

### 5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Carleen Megaro, Buyer at [cmegaro@norwalkct.org](mailto:cmegaro@norwalkct.org). The deadline for the submission of questions is 2:00 pm December 4, 2018.

### 6. SUBMISSION OF RFP

All sealed RFPs should be submitted to the City of Norwalk's Purchasing Department no later than December 11, 2018 at 2:00 pm at the address listed below:

City of Norwalk Purchasing Department  
125 East Avenue, Room 103  
Norwalk, CT 06856-5125

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**7. SUMMARIES**

A list of the proposing firms will be available any time after 5:00 pm on the day of the RFP opening at <http://www.norwalkct.org>. RFP results will not be provided over the phone.

**SPECIAL NOTES:**

- 1.) The RFP submission (original and copies) is required to be delivered to the Purchasing Department. Uploading a digital copy is not required but recommended.

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(Request Express Document #1006)

**SUPPORTING MATERIALS**

- Exhibit A - Norwalk High School Projects List
- Exhibit B – Educational Specifications for Norwalk High School  
Toilet Room ADA Upgrades  
and  
Culinary Arts Program Expansion
- Exhibit C – Silver Petrucelli + Associates Norwalk High School Feasibility Study

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### **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, ([cmegar@norwalkct.org](mailto:cmegar@norwalkct.org)); or by fax, at (203) 854-7817, addressed and forwarded to:

**Carleen Megaro, Buyer**  
**City of Norwalk, 125 East Avenue, Room 103**  
**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's website at <http://www.norwalkct.org> and, as determined to be appropriate by the Purchasing Department, by fax, e-mail, or overnight 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 SCOPE OF WORK - PROPOSAL OVERVIEW**

The City of Norwalk, through the Norwalk Facilities Construction Commission (NFCC), its permanent School Building Committee and responsible for implementing all City construction projects is soliciting proposals from qualified Architectural/Engineering firms for the purposes of assisting the NFCC, Board of Education and the Building Advisory Committee with regard to the miscellaneous projects at Norwalk High School. Please refer to the Supporting Materials Section for additional information.

#### **Project Description:**

Norwalk High School was constructed in 1971 with additions added in 2004. For more detailed information please refer to Exhibit A – Norwalk High School Projects List and Exhibit C - Silver Petrucelli + Associates Norwalk High School Feasibility Study.

#### **Milestone Schedule:**

- 1.** Architectural services RFQ/P Issued November 14, 2018
- 2.** Pre-proposal non-mandatory walkthrough November 28, 2018 meeting in the lobby of Norwalk High School
- 3.** Deadline for questions December 4, 2018
- 4.** Proposals Due December 11, 2018



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### 5. Architectural services contract award date – January 9, 2019

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

#### **1.2 SPECIAL INSTRUCTIONS**

A. Architects responding to this RFP must have sufficient staff to assure timely project completion. The architect's Project Manager must be experienced in educational facilities work and the public bidding environment, with emphasis on public school facilities projects. Key consultants must also assign experienced personnel who are knowledgeable in this type of project.

B. Respondents are advised that the existing building will be occupied during the renovations.

C. Respondents must complete the Proposal Response Form (Section 2.2) for all phases of the projects.

D. Respondents are hereby notified that all proposal submittals and information contained therein and attached thereto shall become public information upon selection of the successful Architect.

E. The successful architect must perform services related to this project from an office located in the Connecticut area. Respondents must identify the location of said office in the proposal submitted.

F. Comprehensive responses to the issues raised in the RFP are expected. Additional information, not specifically requested, will be considered if provided.

G. The City of Norwalk reserves the right to reject any or all proposals for any reason it determines to be in its best interests or, in the alternative, to abandon the selection process in whole or in part.

H. Candidates are required to include forms SF 330 in their proposal.

I. Candidates must be available for interviews upon request of the City of Norwalk. Based on responses to the RFP the City of Norwalk reserves the right to shortlist candidates for presentations/interviews. The date for presentations/interviews for those respondents that are invited are scheduled the week of December 17, 2018. The architect's proposed Principal-in-Charge and Project Manager for the project should be available to attend.

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### **1.3 SCOPE OF SERVICES:**

A. Architectural and Engineering Design Services: Services to include, but not be limited to architecture, structural, civil/site, geotechnical, mechanical and electrical engineering services, plumbing, fire protection, technology (data, telephone, integrated communications systems and computer wiring), Special Inspection & Statement of Special Inspections (Materials Testing by others), kitchen, security and Fixtures Furniture & Equipment. In addition, the Architect shall include the sub-consultant services identified in the proposal form (see section 2.2.1) as allowances in their total fee.

B. State Department of Administrative Services Office of School Construction Grants: Evaluate and estimate costs that are eligible, limited eligible or ineligible for reimbursement under State guidelines and complete the required state forms at appropriate stages of the project. Assist in completing other State forms, prepare submissions, and participate in review meetings with the Department of Administrative Services, - Office of School Construction Grants as required and respond in a timely fashion. Some of these projects may be submitted to the Office of School Construction Grants for reimbursement.

C. Reimbursable Expenses: There are no reimbursable expenses, respondents shall include all costs including but not limited to mileage, printing, copying, long distance phone/fax, postage copies, and overnight delivery services. Architect is to provide sufficient hard copies of documents for State and local approval processes.

D. State and Local Permits and Approvals: Coordination of all required state and local permits and approvals including, but not limited to, Planning Commission, Zoning Commission, Conservation and Wetlands, Department of Public Works, Building Department, Fire Department, Police Department, Health Department, State Department of Energy and Environmental Protection and the Office of School Construction Grants a division of the Department of Administrative Services. Any fees associated with required permits and approvals will be paid for or reimbursed by the City with no additional markup by the A/E.

E. Meetings and Approval Process: The successful respondent shall be expected to be available as needed and to work closely with the Norwalk Facilities Construction Commission, the Norwalk Public School System; Norwalk Board of Education; Office of School Construction Grants and the school's based building advisory committee appointed by the NFCC in preparing the detailed designs and specifications and at periodic points advise the NFCC as to the most economical, feasible and beneficial approach to complete the proposed project in the best interest of the City of Norwalk. The respondent shall prepare minutes of these meetings.

F. Schematic Design Phase Deliverables: At minimum, the deliverables to be prepared by the architect at the completion of the Schematic Design Phase shall consist of the following:

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1. Site plan showing the existing structures, traffic flow, existing topography, landscaping features, roads, walks and utility connections, typically at 1-inch = 20-feet scale.
2. Typical floor plan(s) at 1/16 inch scale.
3. Plans of special floors or areas at 1/8 inch to provide a better understanding of the scale, furniture layouts and design intent (as needed).
4. Complete building elevation drawings at 1/16 inch or 1/8 inch scale as appropriate and renderings suitable for public presentations.
5. Based on environmental reports provide recommendation on remediation strategy and provide recommendation on most efficient and most cost effective means to address existence or possible existence of said materials.
6. The architect shall provide design services in support of Construction Manager to develop schedule, project phasing, construction trade costs and eligible and ineligible costs breakdown and targeted state reimbursement.

G. Design Development Phase Deliverables: Design services shall include, but are not limited to, the preparation and submission of 50% plans, drawings, submittals, and specifications, at minimum, the deliverables to be prepared by the architect at the completion of the Design Development Phase shall consist of the following:

1. Floor Plans - One eighth inch (1/8") scale minimum, including designated room names and numbers, dimensions, door swings and typical material indications.
2. Elevations - One eighth (1/8") inch scale minimum for all exterior walls of building; include enlargement of special details or exterior wall configurations.
3. Sections - One eighth inch (1/8") scale minimum; number as required to reasonable illustrate construction details, thickness and profiles and special features.
4. Typical Details - Not smaller than 1/2-inch scale, including exterior wall sections.
5. Finish Schedules - Format is intended for construction documents.
6. Outline Specifications and Related Documents: Provide brief description of proposed conditions of the contract and technical specifications, following the 16 division format of the "Uniform System for Construction Specifications".
7. The architect shall continue to provide design services in support of Construction Manager to refine schedule, project phasing, construction

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trade costs and eligible and ineligible costs breakdown and targeted state reimbursement.

8. The Architect shall prepare all necessary documents and coordinate scheduling with the Office of School Construction Grants (OSCG) and CM for the Design Development Review meeting (DDR).

H. Construction Documents Phase Deliverables: based on the design development phase approvals, the design architect shall prepare the complete construction documents. Services shall include, but are not limited to the preparation and submission of final plans, drawings, documentation, specifications and details, phasing plans (if any), state code modifications if required, and administration of the contract for bidding and construction, all State and local governmental approval processes required and shall require the successful respondent to attend and participate at meetings of various committees and groups. Based on the construction documents, coordinate with the construction manager to prepare budget estimates for the project to include construction trade costs, eligible and ineligible costs breakdown, and targeted state reimbursement.

The Architect shall prepare all necessary documents and coordinate scheduling with the Office of School Construction Grants (OSCG) and the CM for the Plan Completion Review meeting (PCR).

In reviewing the Construction Document Phase cost estimate with the CM the Architect shall have the responsibility to modify the design and if necessary develop bid alternates as directed by the City in an effort to comply with the construction cost estimate.

- I. Bid Phase Services: Architect shall provide bid phase support services to the City/CM, attend pre- bid meetings, answer Requests for Information (RFI's), and provide necessary information/documents for the issuance of addenda.
- J. Construction Administration Services: Services under CA shall include the following:
  1. Review and respond to submittals.
  2. Respond to RFI's and provide any design modifications as may be required.
  3. Attend weekly construction meetings including all sub-consultants as necessary.
  4. Perform site reviews of construction activities to insure quality of materials and workmanship and address any design issues relating to site conditions.
  5. Review and approve monthly CM requisitions and change orders.
  6. Attend City meetings as may be required.

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7. Interface with commissioning agent and provide information as required as well review commissioning agent's reports and respond accordingly.
8. Punchlist creation and management.

K. Support for obtaining certificate(s) of occupancy.

### **1.4 PROPOSAL SUBMISSION FORMAT**

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

Firms should create their submissions in 8½" x 11" document size using a minimum 12 point font size, double sided. Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials, and so forth are not desired. Emphasis should be on completeness and clarity of content. The City reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems tin its best interest. All proposals will remain property of the City.

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

1. Introduction Letter: A cover letter shall identify the lead consultant, their area of expertise and understanding for the project. The letter should also summarize the firm's background and relevant experience providing Architectural and Engineering Design Services or projects of similar magnitude.
2. Staffing: The RFP should clearly identify personnel who will have a role and lead the project. Please include resumes of team members. In addition, the RFP shall also identify any sub-consultants, their qualifications and provide experience of the firms working together.
3. Method and Approach: Firms shall provide the recommended approach for the update, examples of experience with such approach, a time line for the project, options for what the final Plan would look like, an estimated schedule on how long it would take to complete the project and an estimated budget.

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4. References: No more than one (1) page per project. The lead consultant shall provide a list of references in which similar services were provided by the lead consultant, noting the specific individuals representing the lead consultant for these comparable projects, within the past five (5) years.
5. Forms: Bidder's Information and Acknowledgement Form, RFP Response Forms, including pricing sheet, and Addenda Acknowledgment form and Exceptions Form (if any).

### **1.5 CRITERIA FOR EVALUATING PROPOSAL SUBMISSIONS**

Proposal submissions will be evaluated based on the following criteria:

1. The key personnel to be assigned to the project and their present workload.
2. The firm's qualifications, experience, and demonstrated familiarity with Public School Building projects in general and specifically renovation projects of a similar, size, scope, and nature.
3. The firm's experience, and demonstrated familiarity with the Connecticut State Department of Education guidelines and processes.
4. The project team's experience with projects of similar nature and scope.
5. Previous design and oversight experience in projects involving alterations and renovations 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. Proposal Response Forms, and fees.

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.

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## SECTION 2 - RESPONSE FORMS

### 2.1 FORM OF PROPOSALS:

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

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

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

### 2.2 Proposal Response Form, RFP 3883 Architectural and Engineering Design Services for miscellaneous projects at Norwalk High School

<b>FIRM NAME -</b>		
<b>ADDRESS -</b>		
<b>PHONE -</b>	<b>FAX -</b>	<b>E-MAIL -</b>
<b>MANAGER -</b>		<b>FED ID#</b>

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

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

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The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

**1. PROPOSED FEES: Architectural and Engineering Design Services for miscellaneous projects at Norwalk High School**

<b>A. Design Services: Lump Sum in Numbers and Words</b>	
\$	Fee in words:
<b>B. Allowance – Kitchen Consultant: Lump Sum in numbers and words</b>	
<b>\$ 20,000.00</b>	Fee in words: TWENTY THOUSAND DOLLARS AND NO CENTS
<b>C. TOTAL FEE (A-B)</b>	
\$	Total Fee in Words:



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<b>Firm Name -</b>
--------------------

**2. INSURANCE:**

<b>Agency Name</b>	-
<b>Agency Address</b>	

**3. CERTIFICATION**

<b>Submitted by -</b>	-
<b>Authorized Agent of Company (name and title)</b>	<b>Date</b>
<b>Signature -</b>	

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

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

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

Name	Title	% Involved	Hourly Rate
<b>A</b>	Principal-In-Charge		
<b>B</b>	Project Manager		
<b>C</b>	Project Architect		
<b>D</b>			

## 1.6 SAMPLE AGREEMENT

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

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

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

WITNESSETH THAT:

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

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

WHEREAS, the CITY has selected the ARCHITECT to perform the required professional services based on the ARCHITECT's representations that it is well qualified, capable and willing to perform such services as set forth herein, in a timely and professional manner, in the best interests of the Project as set out in its Proposal dated \_\_\_\_\_, a copy of which is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the compensation to be paid to the ARCHITECT under this Agreement is comparable to the compensation paid for similar

services within the State of Connecticut.

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

**Article 1. Employment of the ARCHITECT**

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

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

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

**Article 2. Scope of Services**

Basic Services

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

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

request of the CITY.

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

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

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

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

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

206. Programming and Schematic Design Phases

Schematic Design and Architectural Design Services:

A. The ARCHITECT shall be responsible for conducting all

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

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

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

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

E. All plans, drawings and documents prepared by the ARCHITECT pursuant to this Agreement shall be submitted to the CITY for review and approval according to an agreed-upon time schedule. The CITY shall review materials submitted by the ARCHITECT within thirty (30) calendar days. In the event the CITY disapproves any of the submitted materials, or requires additional material in order to properly review the submission, the ARCHITECT shall revise such disapproved work or provide the additional, required material at its own cost and expense and shall submit the revised work or the additional required material to the CITY for its review and approval, which approval shall not

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

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

#### 207. Final Design/Documents Phase

A. The ARCHITECT shall consult with the CITY to determine any changes and refinements in the Project subsequent to the CITY's review. Based upon 1) such additional information from the CITY, 2) the approved Schematic Design documents, and 3) the approved limit of probable construction cost, the ARCHITECT shall prepare and submit for approval by the CITY finalized (sealed) construction drawings, submittals, complete technical specifications, and all documents required for bidding and construction of the Project. The Services for final Design are specified in Section 1.5B of Exhibit A.

B. The ARCHITECT shall make final revisions and adjustments to the Construction Contract Documents based upon the CITY's review comments, if any, and shall advise the CITY of any adjustments to previous preliminary estimates of construction costs. Thereafter, the ARCHITECT shall obtain from the CITY's Purchasing Agent the CITY's standardized Bid Documents, Instructions to Bidders, and Standard Specifications, and shall be responsible for incorporating all such documents and any and all relevant test data, surveys and other information related to the Project with the technical specifications prepared under this section (the Construction Contract Documents).

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

D. The ARCHITECT shall submit to the CITY a final estimate of probable construction cost based upon the approved Construction Contract Documents. This estimate will be reviewed by the CITY. Based on such estimates the parties will agree on an Approved Project Budget for Construction Costs. In the event the total of the final cost estimate exceeds the funds authorized for the construction by the CITY or, if the CITY and ARCHITECT cannot agree on an estimate of the cost of the proposed construction, the ARCHITECT shall, as part of the Basic Services

required hereunder, revise the construction documents to bring the total cost estimate within the Approved Project Budget for Construction Costs or to meet another figure designated by the CITY.

E. The ARCHITECT shall perform the services during this phase pursuant to an estimated time schedule agreed upon by the ARCHITECT and the CITY.

F. Cost estimates are to be kept confidential and the Architect agrees to take all reasonable steps to ensure that no cost data will be disclosed to any party other than the CITY. Any disclosure of cost data is deemed to be a breach of this Agreement and will, accordingly, subject the ARCHITECT to liability for all legal damages arising from said breach. In the event the lowest responsible bid received exceeds the latest Approved Project Budget for Construction Costs by five percent (5%) or more, the ARCHITECT shall, upon the request of the CITY and within fifteen (15) days of such request, recommend methods to the CITY to bring the Construction Costs within the Approved Project Budget for such Construction Costs or such other amount as the CITY may direct, and shall consult with the CITY and the Construction Manager, as required, in an effort to reach a satisfactory contract price. All such services, consultations, and revisions to Contract Documents shall be performed as part of the Basic Services required under this Agreement, provided the reason that the lowest responsible bid exceeds the budget is due to changes initiated by the ARCHITECT in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment and not due to variations in the cost of labor, materials or equipment, the Contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Such services, consultations and revisions as part of Basic Services shall be the ARCHITECT's sole obligation and responsibility in the event that bids exceed the Approved Project Budget Construction Costs by five percent (5%) or more.

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

## 208. Administration of the Construction Contract

A. The ARCHITECT's responsibility to provide Contract Administration Services for the Construction Phase under this Agreement commences with the award of the construction contract for the Project and terminates upon the completion and final acceptance of the construction contractor's work, including all punch lists; the approval by the CITY of final payment to the construction contractor; and the issuance to the CITY of a Final Certificate of Occupancy for the Project.

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

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

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

E. The ARCHITECT shall visit the Project Site at regular intervals during construction, or as may be otherwise agreed to by the CITY and ARCHITECT in writing, so as to enable the Architect to become familiar with the progress and quality of the construction work (hereinafter the Work) and to determine if the Work is being performed in accordance with the Contract Documents. On the basis of such on-site observations, the Architect shall keep the CITY informed of the progress and quality of the Work, and shall guard the CITY against all defects and deficiencies in the Work. The ARCHITECT shall notify the CITY immediately in writing in the event that any Work that the ARCHITECT observes or has knowledge of does not conform to the applicable Contract Documents, or any other applicable regulations, codes, requirement and standards of practice.

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

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

H. Based on the ARCHITECT's observations and evaluations of the construction work in terms of its conformity with the



requirements of the Construction Contract Documents and applicable codes, regulations, requirements and standards of practice, the ARCHITECT shall review the construction contractor's applications for payment and certify to the CITY the amounts due the construction contractor for all work satisfactorily and properly completed.

I. The ARCHITECT's certification of any application for payment shall constitute a representation to the CITY, based on the ARCHITECT's observations at the Site as provided in Paragraph E and on the data comprising the construction contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the ARCHITECT's knowledge, information and belief, the work is in all respects in conformity with the Contract Documents. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has 1) made exhaustive or continuous on-Site inspections to check the quality or quantity of the work, 2) reviewed construction means, methods, techniques, sequences or procedures, or 3) ascertained how or for what purpose the construction contractor has used money previously paid on account of the contract sum.

J. The ARCHITECT shall have authority to reject any Work that does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the ARCHITECT's reasonable opinion, it is necessary or advisable for the implementation of the intent and observance of the standards and requirements of the Contract Documents. In the event the ARCHITECT disapproves the work or any portion thereof, the ARCHITECT shall immediately advise the CITY and the construction contractor first verbally and in writing of the disapproval and shall inform the construction contractor of all corrective work necessary, in accordance with the provisions of the construction Contract.

K. The ARCHITECT shall review and approve or take other appropriate action upon construction contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for compliance with the approved plans and specifications within two (2) weeks of its receipt of the same, or sooner if required due to the scheduling needs of the Project as determined by the CITY. In the event any shop drawing or sample fails to comply with approved plans and specifications, the ARCHITECT shall indicate any modifications or corrections necessary in order to conform such drawings or samples to the Contract Documents. The ARCHITECT is not authorized to approve of any shop drawing that does not conform with the Contract Documents or which, in any way, modifies the applicable requirements. The ARCHITECT's action shall be taken with such reasonable promptness as to cause no delay. The ARCHITECT's

approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

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

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

N. On written request of the CITY, the ARCHITECT shall interpret and decide matters concerning performance of the construction contractor under the requirements of the Contract Documents. The ARCHITECT's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. When making such interpretations and initial decisions, the ARCHITECT shall endeavor to secure faithful performance by both CITY and construction contractor, and shall not be liable for results of interpretations or decisions so rendered in good faith.

## 209. Additional Services

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

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

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

2. Making substantial revisions in drawings, specifications or other documents after the CITY has approved all services to be performed by the ARCHITECT under Section 206, because of a major change in the scope or character of the Project; provided, however, that revisions which are (a) required for purposes of meeting the Approved Budget for Construction Costs, or (b) corrections of negligence and/or omissions and/or errors of the ARCHITECT will not be deemed to be Additional Services.

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

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

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

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

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

### **Article 3: City's Responsibilities**

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

**Article 4: Time Provisions**

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

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

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

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

The parties understand and agree that permitting the ARCHITECT to complete the Services required hereunder, or any part thereof, after the date of completion stated in this Agreement, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver by the CITY of any of its rights herein or at law.

**Article 5: Compensation**

501. Basic Services

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

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

Reimbursable costs directly related to the ARCHITECT's services

shall be paid by the CITY with the specific, prior written approval of the Director. Only direct costs of all approved expenses will be reimbursed within the limit set forth above.

#### 502. Additional Services.

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

#### 503. Compensation Amounts Comprehensive.

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

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

#### 504. Method of Compensation

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

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

#### **Article 6: Record Retention**

##### **601. Architect's Obligations**

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

##### **602. Maintenance and Audit of Records**

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

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

#### **Article 7: Insurance**

701. Prior to commencing any work hereunder, the ARCHITECT shall secure at its own cost and expense, insurance coverage in the

amounts and of the types listed in the attached Insurance Rider. Such insurance coverage shall be maintained continuously until the completion of the ARCHITECT's services hereunder, except in the case of Errors and Omissions coverage which shall be maintained for three (3) years after final completion of the Project and acceptance by the CITY.

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

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

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

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

#### **Article 8: Indemnification**

The ARCHITECT shall indemnify, defend and save harmless the CITY, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggrievement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the ARCHITECT, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the CITY may suffer as a result of a defect in any plan, drawing, design, specification, or other documentation or work product prepared, acquired, or used by the ARCHITECT, or as a result of any negligent supervision of its services by the ARCHITECT or failure to perform or to properly perform the Services required hereunder in accordance with the requirements of this Agreement.

The ARCHITECT shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings.

The provisions of this section shall survive the expiration or

early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

**Article 9: General Provisions**

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

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

Upon receipt of written notification the ARCHITECT shall immediately cease performance of its Services under this Agreement and assemble all material that has been prepared, developed, furnished or obtained under the terms of this Agreement in its possession or custody and shall transmit the same to the CITY on or before the tenth day following the receipt of the above written notice of termination, together with its evaluation of the fees for its services performed. Said material shall include but not be limited to, documents, plans, computations, drawings, notes, records and correspondence.

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



work required under this Agreement shall be authorized and licensed under State law to perform such Services.

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

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

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

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

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

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

All costs, expenses, losses, damages, attorneys' fees, and

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

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

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

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

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

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

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

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

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

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

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

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

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

M. If any provision of this Agreement is held invalid, the



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

Signed, Sealed and Delivered  
in the Presence of:

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**CITY OF NORWALK**

By: \_\_\_\_\_  
«ContractAuthorizer»  
Its «ContractAuthorizerTitle»  
Duly Authorized

Date signed: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**«VendorName»**

By: \_\_\_\_\_  
«VendorAuthorizer»  
Its «VendorAuthorizerTitle»  
Duly Authorized

Date signed: \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL

APPROVED AS TO  
AVAILABILITY OF FUNDS:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Comptroller

Dated: \_\_\_\_\_

## INSURANCE RIDER

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

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

### Minimum Scope and Limits of Insurance:

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

**Commercial General Liability:** With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

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

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

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

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

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

**"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

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

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

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

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

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

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

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

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

**Certificate of Insurance:** As evidence of the insurance coverage



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

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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

## **1.7 INSURANCE REQUIREMENTS**

### **INSURANCE RIDER**

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

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

#### **Minimum Scope and Limits of Insurance:**

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

**Commercial General Liability:** With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

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

**Errors and Omissions/Professional Liability:** With respect to

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

**"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.

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**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole

responsibility of the Contractor to pay and/or to indemnify.

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

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

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

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

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

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**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 3 - GENERAL INFORMATION

Rev. 042010, Express Request Doc. #1006

NOTE: SECTION 3 GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 080813 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org>. Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. A link to the Adobe site is provided.

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

CITY OF NORWALK  
PURCHASING DEPARTMENT

**SUPPORTING MATERIAL**

**Exhibit A – Norwalk High School Projects List**

**Norwalk High School  
Projects**

Project	Reason	Reimbursable	State Grant	Budget	Comments
Expand Culinary Program	Popular program	Yes	Program	\$1,859,644	Submitted to State June 30, 2018, see grant application
Renovate all Toilet Rooms	Update/ADA	Yes	ADA	\$2,291,224	Submitted to State June 30, 2018, see grant application
Media Pathway - Construction build out to support program	Program	Possibly	Program	\$518,537	A 21st Century media academy that will enable students from NHS & BMHS to learn the tools the pro's use as well as earn certification in industry standard software programs.
Learning Commons, including Library "Maker Space"	Program	Possibly	Program	\$500,000	Transform teaching and learning into an engaging, interactive, collaborative and dynamic personalized learning that focuses on the deeper knowledge of the Common Core content and the college and career 21st learning skills and to establish a learning environment for all staff with around the clock access to best practices, model lessons and coaching support with availability throughout the day, and for students and families with unlimited access to online personalized learning resources at home.
Entranceway Renovation/Safety Improvements	Update/Safety	Possibly	School Safety	\$500,000	Design a welcoming and distinguishable entrance to Norwalk High School incorporating SSIC recommendations for school main entrances.
Upgrade PAW Print Lab	Program	Possibly	Program	\$150,000	New computers , tables, projection, high end printers/copiers, new furniture and aesthetic upgrades
Upgrade ROTC Program Space	Program	Possibly	Program	\$60,000	Aesthetic improvements
Upgrade Community Forum Room	Update	Possibly	Program	\$75,000	Projector and audio visual system upgrade, as well as electrical upgrades to support the new equipment
Improve Blended Learning Lab	Program	Possibly	Program	\$75,000	Expand the room from its current size, procure new flexible furniture, lap tops, projectors as well as electrical upgrades to support the new equipment
Construct two new Art Computer Labs	Program	Possibly	Program	\$80,000	Expand the room from its current size, procure new flexible furniture, lap tops, projectors as well as electrical upgrades to support the new equipment
Construct Black Box Theater Space	Program	Possibly	Program	\$100,000	Projection system, sound system, electrical upgrades to support the new equipment, architectural work to transform the space from a former auto shop into a blackbox theater.
Sound System - PA does not work in Audit./Gym	Correct	No	No	\$100,000	Investigate and correct/expand the PA system into the auditorium and gymnasium
Cafeteria Redesign based on "College Experience"	Update/Student use	No	No	\$1,000,000	Aesthetic design of the eating area, functional review and design of the servery and possibly the kitchen to improve queuing/serving, design of an exterior patio area adjacent to the cafeteria.
Courtyards- Not useable at this time	Student use/Program	No	No	\$1,300,000	Courtyards need to be made ADA accessible & upgraded to support classes such as Language Arts, Science, Math, Health and Music
Auditorium Upgrade	Update/Program	No	No	\$1,000,000	Aesthetic improvements throughout incorporating the recommendations of the acoustic consultant as well as carpet replacement, house lighting improvements, theatrical lighting improvements and general architectural improvements.
Safety Lighting - Stairwells & Hallways	Update/Safety	No	No	\$100,000	Improve lighting levels in the stairwells below grade where natural light is void
Athletic Sound System	Update	No	No	\$20,000	Review existing system and design/recommend new system for the athletic field
Electrical Evaluation - Increase amount of outlets	Update/Program	No	No	\$50,000	Investigate with staff those areas in need of additional electrical outlets to support the particular program

\$9,779,405



CITY OF NORWALK  
PURCHASING DEPARTMENT

**Exhibit B - Educational Specifications for Norwalk High School  
Toilet Room ADA Upgrades and Culinary Arts Program Expansion**

**EDUCATIONAL SPECIFICATIONS FOR  
NORWALK HIGH SCHOOL  
TOILET ROOM ADA UPGRADES  
and  
CULINARY ARTS PROGRAM EXPANSION**

**PROJECT RATIONALE**

The Norwalk Board of Education is committed to providing a comfortable, safe and healthy learning environment. To achieve this goal, the Board of Education authorized the development of a facilities and capital needs study for the Norwalk Public School system. One of the findings of the report was the realization that the existing toilet rooms in Norwalk High School do not meet current Americans with Disabilities Act (ADA) requirements. During the study it was discovered that very little renovations/upgrades occurred to the toilet rooms since the construction of Norwalk High School in 1971.

As a result of the ADA needs and the overall condition of the toilet rooms it was determined that an upgrade to all the toilet rooms in Norwalk High School was needed. As such, a complete renovation to the toilet rooms, both multi-stall and individual, will be undertaken by the District. The District will be removing the existing toilet partitions, flooring, sinks, lighting, and performing adjustments to the plumbing to accommodate ADA requirements and replacing all with new flooring, lighting, toilet partitions, toilet fixtures, ADA accessible sinks and toilets and painting. Currently no ceramic tile exists on the walls of any of the toilet rooms therefore no new ceramic tile walls are being considered. The current gypsum board ceiling will be patched as necessary and re-painted. A review of the HVAC system will also be undertaken to insure proper ventilation of all toilet rooms.

In addition to the facilities study the Norwalk Board of Education evaluated the curriculum at the two High Schools and developed “pathways” for certain curricula. One of these is the Hospitality Management/Culinary Arts program at Norwalk High School. Currently there is a waiting list of 245 students. The expansion of the culinary facilities will allow Norwalk High School to eliminate its current wait list. The location of the expanded pathway program will be in a 2,340 square foot area of Norwalk High School’s former auto shop. The auto shop program is no longer provided at Norwalk High School. The location of the former auto shop is adjacent to the existing culinary cafe which makes it the ideal location. The Culinary expansion includes an additional teaching kitchen which will give the students more hands on experience and allow for the expansion of the current minimum cooking and lab space for students. The area will be divided into classroom space and a commercial kitchen for students to gain experience working in and with commercial kitchen equipment. It is expected that the equipment in the commercial kitchen will consist of a grill, 6 burner stove with oven, hood for proper ventilation, commercial grade refrigerator (not a walk-in), up to (4) stainless steel tables (approximately 8’

long) for multiple work stations with hand wash sinks between the tables, a 3 bay sink for cleaning larger cooking and preparation equipment, an under counter dishwasher, and convection oven. The flooring will be an epoxy type floor consistent with commercial kitchen use. Proper ventilation for the kitchen equipment will be required. A code required fire suppression system will be installed. The current propane tank will be added to or the existing tank will be enlarged to accommodate the additional kitchen equipment. The walls will be treated as customary in a commercial kitchen environment. The ceiling will be kitchen grade 2 x 4 lay-in ceiling tile with grid. All of the improvements will be in compliance with current fire safety and health and building codes.

## **LONG RANGE PLANS**

The long range plans for the school building calls for the provision of a safe, healthy and appropriate learning environment. In order to meet this objective of the plan, it is necessary to renovate the existing toilet rooms and bring them up to current ADA standards as well as provide the students of Norwalk High School the curriculum desired.

The Board of Education plans to continue to utilize the Norwalk High School in their current capacity for a minimum of 20 years. The new toilet rooms and expanded culinary arts program will meet or exceed the State of Connecticut Department of Education standards.

## **BUILDING SYSTEMS**

Security:	Not applicable
Public Address:	Not applicable
Technology:	Not applicable
Phone System:	Not applicable
Clocks:	Not applicable
Security camera:	Not applicable

## **INTERIOR BUILDING ENVIRONMENT**

Acoustics:	Not applicable
Lighting:	Supplemented and designed in accordance with the requirements of a commercial kitchen configuration. New lighting in all the toilet rooms.
HVAC:	Applicable modifications to the HVAC system in the new culinary arts program will have to be made to provide for proper ventilation of commercial cooking equipment. In addition, the exhaust fans servicing the toilet rooms will be inspected and any necessary repairs made for proper operation.

Plumbing: Applicable modifications to the plumbing system in the new culinary arts program will have to be made to provide for proper health department requirements (hand wash sinks, 3 bay sinks, drainage) as well as to support the new commercial kitchen equipment. Also the plumbing will be adjusted to accommodate the layout of toilet fixtures per ADA requirements.

Windows/Doors Not applicable

**SITE DEVELOPMENT**

Site Acquisition: Not applicable.  
 Parking: Not applicable.  
 Drives: Not applicable.  
 Walkways: Not applicable.  
 Outdoor Athletic Facilities Not applicable.  
 Landscaping: Not applicable.  
 Site Improvements: Not applicable.

**CONSTRUCTION BONUS REQUEST**

School Readiness: C.G.S. 10-285a(e) – Not applicable  
 Lighthouse Schools; C.G.S. 10-285a(f) – Not applicable  
 CHOICE: C.G.S. 10-285a(g), as amended – Not applicable  
 Full-day Kindergarten: C.G.S. 10-285a(h) – Not applicable  
 Reduced Class Size: C.G.S. 10-285a(h) – Not applicable  
 Regional Vo-Ag Center: C.G.S. 10-65 – Not applicable  
 Interdistrict Magnet School: C.G.S. 10-264h – Not applicable  
 Interdistrict Cooperative School: C.G.S. 10-158a – Not applicable  
 Regional Special Education Center: C.G.S. 10-76e – Not applicable

**COMMUNITY USES**

The Norwalk High School building is utilized to provide some community based activities, typical of a high school before, during and after school hours and throughout the calendar year.

Additionally, various Town Departments may use the facilities within the building, in accordance with Board of Education policy.

CITY OF NORWALK  
PURCHASING DEPARTMENT

**Exhibit C - Silver Petrucelli + Associates Norwalk High School  
Feasibility Study**

# Norwalk Feasibility Study

## Norwalk High School

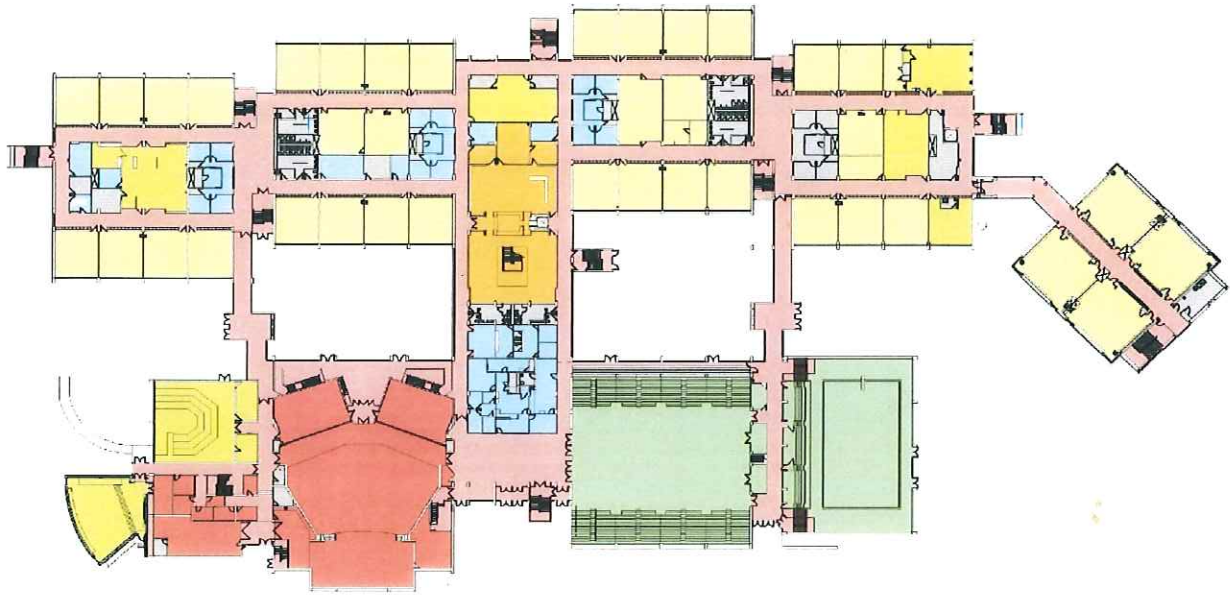
55 County Street, Norwalk, CT 06851



Student Population:	1616
School Type:	High School
Grades:	9-12
Original Construction:	1971
Significant Alterations:	2004
Total Area (gross)	310,000



### Floor Plan



Building Information		Existing Condition		
Construction Type	2B	Ext. Envelope	concrete	
No. of Floors	4	Roof	age:	2002
Foundation	slab/partial		type:	ballast
Classroom Counts		Security	lockable doors, no entry vestibule	
Standard Classroom	78	Heating	age:	N/A
Special Ed. Classroom	14		type:	N/A
		Sprinklered	yes	partial
		AC	yes	
5-year Priority Projects		Capital Needs Prioritization		
Expansion Joints	\$ 16,000.00	Discipline	Total	Priority 1&2
Repair and replace		Architectural	\$10,770,700.00	\$308,000.00
Roof leaks-Gym & Auditorium	\$ 60,000.00	Plumbing & FP	\$289,000.00	\$13,000.00
Investigate, may be part of expansion joint issues		Mechanical	not reviewed	N/A
Plywood Infill	\$ 30,000.00	Electrical	\$57,270.00	\$20,120.00
Replace plywood with rated wall		<b>Total:</b>	<b>\$11,116,970.00</b>	<b>\$341,120.00</b>



SILVER/PETRUCELLI+ASSOCIATES  
Architects / Engineers / Interior Designers

# Norwalk Feasibility Study

## Norwalk High School

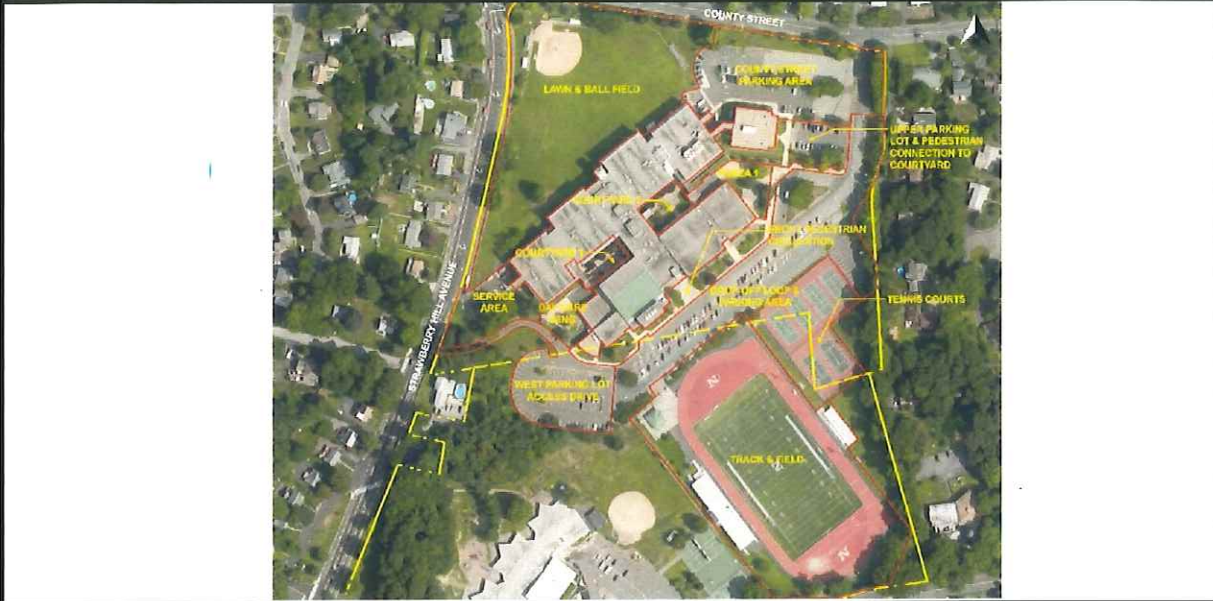
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Student Population:	1616
School Type:	High School
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Original Construction:	1971
Significant Alterations:	2004
Total Area (gross)	310,000 SF



### Site Plan



Property Information		Capital Needs Prioritization		
Acreage	7.12	Work Area	Total	Priority 1&2
Separate Bus/Parent Drop-off	No	1. Courtyard 1	\$ 170,000	\$ 153,000
Site Lighting	Adequate	2. Courtyard 2	\$ 192,000	\$ 182,000
Parking	Adequate	3. Plaza 1	\$ 148,000	\$ 148,000
General Condition		4. Front Pedestrian Circulation	\$ 266,000	\$ 233,000
Accessibility	Critical	5. Day Care Wing	\$ 102,000	\$ 91,000
Driveways	Poor	6. County Street Parking Area	\$ 381,000	\$ 261,000
Walkways	Poor	7. Upper Parking Lot and Pedestrian Connection to Courtyard	\$ 103,000	\$ 93,000
Landscaping	Fair	8. Drop Off Loop and Parking Area	\$ 248,000	\$ 66,000
Athletic Facilities	Fair	9. West Parking Lot & Access Drive	\$ 202,000	\$ 74,000
Service Areas	Average	10. Service Area A	\$ 55,000	\$ 52,000
		11. Lawn and Ball Fields	\$ 190,000	\$ 186,000
		12. Tennis Courts	\$ 308,000	\$ 308,000
		13. Track & Field	\$ 160,000	\$ 160,000
* Includes 25% Contingency		<b>Total:</b>	<b>\$ 2,525,000</b>	<b>\$ 2,007,000</b>

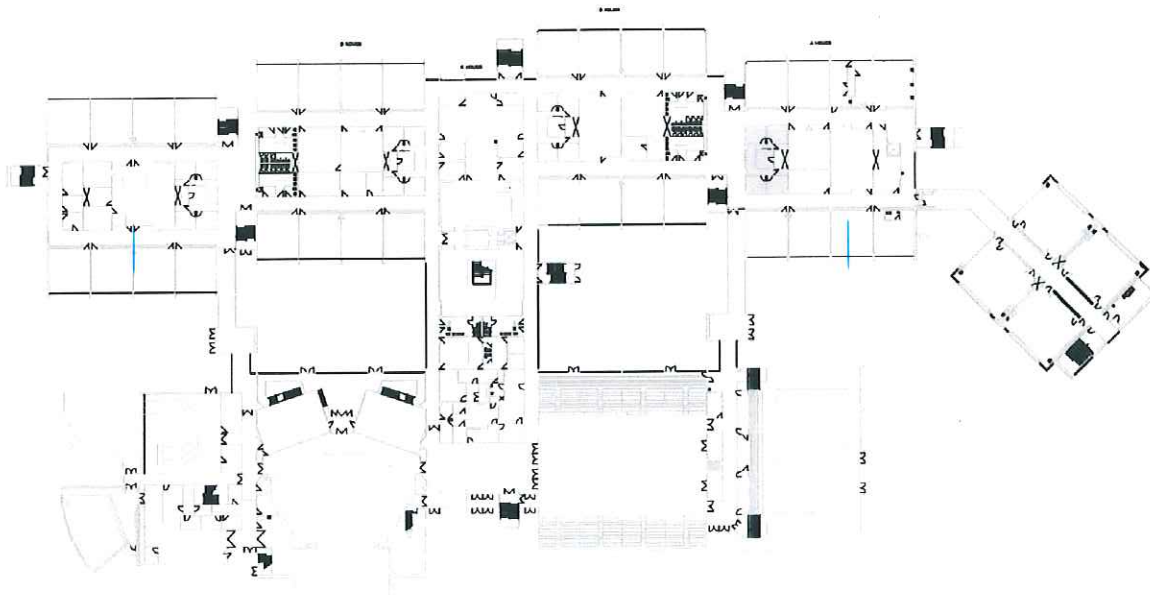


SILVER/PETRUCELLI+ASSOCIATES  
Architects / Engineers / Interior Designers

# NORWALK HIGH SCHOOL

## Architecture

Overall, Norwalk High School is in fair condition, and has been well maintained based on the existing conditions and existing systems. The school was constructed in 1971 with additions added in 2004. The building is uniquely organized onto 4 levels. As one enters the building through the main entrance on the third level a large lobby joins the main office flanked by the Auditorium and Gym. Behind the gym and auditorium there are two enclosed courtyards. Behind the office the Media Center sits flanked by parallel corridors that look out onto the two courtyards. Adjacent to the Auditorium music rooms and storage rooms are located. The curved room is part of the 2004 addition. The Natatorium sits adjacent to the gym. On the opposite side of these courtyards the classrooms are organized into 5 clusters, 4 of which are original. The 5<sup>th</sup> is a 2-story 8 classroom science “clab” addition situated on an angle from the original structure. On the lower level classrooms are clustered in the 5 clusters, referred to as houses, while the front is occupied by physical education components such as the weight rooms, mini gym and locker rooms. On the lowest level at the rear the two northern most clusters house the cafeteria, kitchen and boiler room. On the upper, 4<sup>th</sup> level the 4 clusters continue to house additional classrooms. The media center is stacked with a second floor; an additional music room sits above the lower level. The auditorium also continues onto this level too with additional seating and a fly space. Additionally, on the roof there is a greenhouse which is currently not in use.



The interior of the building is well maintained with some finishes beginning to wear such as areas of base board, paint and wood. Ceilings are limited as most of the building consists of exposed structure, however, most acoustical and sheetrock ceilings appear to be in good condition with some areas in need of replacement. Some areas have spline ceiling pads glued onto the deck and some of which have fallen off. Flooring throughout the facility also consist of a variety of types such as ceramic tile, 12x12 vinyl floor tile, and carpet. Much of the



baseboards are in need of replacement and much of the wood paneling and wood doors are in need of refinishing. Door frames need repainting and some of the block and sheetrock walls could also benefit from a fresh coat of paint. The interior hollow metal frames are also in need of repainting. Some of the expansion joints in the corridors could use a replacement. Most casework throughout the school is original with most in fair condition. Toilet rooms consist largely of ceramic tile on both the floors and walls. Many toilet room fixtures are also nearing the end of their useful life and should be replaced.

Numerous ADA issues were noted at this facility. This is a common occurrence given the age of the building. These items should be included in the long term capital plan. Toilet rooms throughout the school contain numerous violations of federal, building, and accessibility codes. Many are not handicap accessible and lack the required grab bars and some under sink piping covers. Many sink fittings are not ADA compliant. Although many classrooms do not have much casework any that predates the 2004 appears to lack the required ADA knee spaces and clearances. Most door hardware has been changed to meet ADA and security standards although some doors do contain noncompliant knobs that require grasping and twisting. Numerous doors do not have the required push and pull clearances at the approach side of the door. Handrails at stairs do not comply with the proper extensions or required spacing and therefore are not code compliant. Other items noted were non ADA compliant drinking fountains, knee spaces, Overall the interior is in fair condition.

On the exterior, the concrete walls of the school are generally in good condition, with a few areas of spalling. The paint finish is wearing and peeling. The building is likely constructed with a precast concrete “veneer” and painted concrete masonry unit interior. The energy efficiency of this construction is very low, and typical in the 1970s (“pre energy crisis”), and not one that is easily or readily corrected.

When evaluating the energy efficiency of a building, it is known that nearly 25–40% of all heat energy is lost through windows. Here most windows are updated and in good condition. There were a few noted that appear to be original steel windows with a single pane of glass. The exterior doors are also in good condition. According to the Connecticut State Department of Education School Construction Grant Management System the roofs were done in 2002. Aside from two possible leaks, the ballast roof is in good condition.

## **Plumbing**

Plumbing fixtures appear to be in working order and no major issues were observed although the fixtures are dated. The toilets and urinals have manual flushometers. Currently, there is a minimal amount of low flow water saving faucets.

No water service backflow preventer was observed inside the building.

Hot water for the building is provided by two Riverside Hydronics Storage Tanks (model V500A-PI – 500 gallons storage each) that are supplied with hot water from a plate heat exchanger (Sondex model S14-IS-DW17) located in the Boiler Room. The plate heat exchanger

was built in 2007 and appears to be in good condition. The storage tanks were manufactured in 2007 as well. One of them is in fair condition and the other is in bad condition. It appears that the bottom has rusted out of the one in bad condition. It has been disconnected and is no longer in use. The one in fair condition may be leaking as well based on ponding of water on the floor around the storage tanks. These storage tanks should be replaced. Prior to replacing, the hot water use of the building should be evaluated to ensure that the sizing is adequate.

Science Classrooms are equipped with an emergency shower/eye wash station. The equipment appears to be in good condition but should be flushed and tested periodically.

The kitchen is equipped with 3-compartment sink, hand sink and prep sink which appear to be in good condition. The 3-compartment sink drain piping goes into the wall and does not appear to have an indirect waste connection as required by the plumbing code.

No other sanitary or storm piping issues were observed during the visit. If there are any areas with known issues, it is recommended that the pipes in that area get scoped with a camera to see if the root of the issue can be determined.

## **Fire Protection**

The building is not fully sprinklered. There are standpipes located in various locations throughout the building and the most recent additions are sprinklered. There is a 6" backflow preventer for the fire service main. There are three zones fed off of this main. They are labeled as "Science Wing", "Standpipe" and "Not in Use". The one labeled not in use has had an elbow fitting turned and is no longer connected to the system. It is unclear exactly what this pipe used to feed as it disappears into a wall and no plans were available to show where it runs.

The decision to fully sprinkler the school is a City of Norwalk/Norwalk Public Schools policy decision.

## **Electrical**

The existing electrical system for The Norwalk High School consists of two separate electrical services. The original service from when the school was constructed in 1970 is rated for 3,000 amp, 480Y/277V, 3-phase, 4 wire and the newer service added along with the new building additions in 2004 is rated for 2,000 amp, 480Y/277V, 3-phase, 4 wire. Both services equipment were manufactured by General Electric (GE). The original service consists of a switchboard with multiple distribution sections with fused switches and the newer service consists of a switchboard with bus splice section and distribution section. The typical life expectancy of an electrical panel is approximately 40 years. The original switchboard enclosure is showing signs of deterioration and given the age of the equipment, replacement parts may be difficult to obtain. On the contrary, the newer switchboard is in good condition and relatively new. Both switchboards are connected to 480/277V-3phase panelboards throughout the facility

and with stepdown transformers rated for 480V-208/120V that serve 208/120V-3phase panelboards throughout the facility. All electrical panels throughout the facility are a combination of original and added upgraded panels. There were many panelboards unlocked, without label and updated directory. Overall, the vast majority of panelboards with the exception of the original switchboard and panel serving elevators are in fair condition.

Power receptacles throughout the entire school consist of a combination of recessed and surface mounted duplex receptacles with metal cover plates. The majority of the receptacles are in fair condition but cover plates condition vary from fair to poor. Replacement of cover plates in the pool area should be considered.

The interior lighting throughout the facility consists of a combination of 8"x8' pendant wraparound, linear corner wall mounted fixtures joined in continuous rows, 2'x4' recessed troffers, surface mount cylinders, and 6" diameter downlights. All lighting fixtures have prismatic lens with the exception of the cylinders and the downlights that are without lens. All lighting fixtures contain energy efficient fluorescent lamps with the exception of downlights in Cafeteria and in some corridors where the lamps are incandescent. Compact fluorescent or LED lamps are recommended to replace incandescent source for energy savings. The Gymnasium lighting fixtures appear to have been retrofit with LED boards and fixtures in the pool area are relatively new LED. Although, lighting fixtures throughout the facility are in good condition there were some fixtures not operational and without lenses. Lighting fixtures are controlled via key switches in corridors, and a combination of toggle switch and motion sensor in classrooms. Motion sensors are recommended in corridors and toilet rooms for energy savings. Exterior building perimeter lighting fixtures are with integrated emergency battery. Building perimeter fixtures are in relatively good condition with the exception of HID lighting fixtures mounted on the roof. All HID fixtures on the roof are in poor condition with deteriorated housings, and powdering /chalking paint. The electrical connection to the fixtures are exposed, damaged and not properly installed in violation of the NEC code. Roof lighting fixtures and electrical connection improvement should be considered in the near future.

The emergency lighting system is based on lighting fixtures with integrated battery pack within the path of egress. Overall, the existing emergency system is in good condition and seems to fulfill the life safety code requirements with exception of some areas where battery pack emergency indicators were not operational. There are wall mounted fixtures with integrated battery packs at each exterior egress doors.

The exit signs are LED units with thermoplastic housing in common areas. Exit signs are provided in sufficient number within common areas. The exit signs condition varies from fair to poor, and some of the units appear to be old and nearing the end their useful life. There were multiple units not fully illuminated and proximity exist sign were not provided in the Auditorium. Areas of rescue assistance signs were not illuminated. Improvement of all exit signs should be considered as part of any future scope.

The addressable fire alarm system (EST3) was manufactured by General Electric and is approximately 18 years old. The system includes fire alarm control panel, remote annunciator panel, voice control panel, NAC panel, ADA horn/strobes, smoke detectors, and double action

pull stations. The fire alarm system is in good condition and peripheral units are provided in code appropriate quantity. Given the age of the control panel, replacement should be anticipated in the next 5-10 years.

The original master clock was manufactured by MidWest Time Control Inc. and is approximately 25 years old. The system is old but in good condition. The PA system consists of a combination of module amplifiers manufactured by Peavey and speakers in classroom manufactured by Bogen. The amplifiers and speakers are relatively in fair condition and no operational issues were reported.

Other items that should be addressed include providing call for aid system for single occupant toilet rooms, label some panelboards and disconnect switches, provide lens to suit security surveillance dome with missing lens in corridors, properly install power connection cables serving exhaust fans on roof, and lock some electrical panels in common areas.

# NORWALK HIGH SCHOOL

## FACILITY CONDITION ANALYSIS

07/08/16

Tag No.	Code Reference	Violation	Corrective Action	Estimated Cost	Remarks	System	Rank
<b>Exterior Facility &amp; Site Conditions</b>							
A1	General	Exterior concrete façade is rundown, dirty and stained and paint is peeling in many places	Clean and repaint the building	\$ 337,975.00	Eliminate the cost of A2 if this is the chosen method	G	3
A2	General	Concrete façade is stark and not very aesthetically pleasing along with inefficient from any energy standpoint.	Consider reskinning the building in insulated metal panels or rain screen to align with additions	\$ 3,717,725.00	Eliminate the cost of A1 if this is the chosen method		
A3	ANSI 117 (ADA)	Some exterior door thresholds have transitions greater than 1/2" at both the ground level and at the door sill, noted at the cafeteria.	Reconstruct ramp and re-grade asphalt to allow for 1/2" maximum vertical transition.	\$ 4,000.00		A	3
A4	4.13.9 (ADA) 404.2.6 (ANSI 117.1)	Some door hardware requires grasping and twisting and is not code compliant	Replace with code compliant hardware	\$ 10,000.00		A	2
A5	General	Condensate drains drip onto concrete building base creating spalling - chipped and damaged	Pipe down and discharge low to ground to avoid continuous splashing	\$ 192,000.00	Working with Tag No. A2 would allow for a more aesthetically pleasing solution	G	2
A6	General	Some windows are old dated and inefficient	Replace remaining windows	\$ 20,000.00	Noted at upper media center	G	3
A7	General	Greenhouse is inactive	Reuse to benefit educational program - Extend Elevator and 2nd stair to allow for accessibility. Renovate and upgrade the space and its systems	\$ 385,000.00			
A8	General	Possible roof issues at auditorium - Evidence of roof leak	Investigate further	\$ 30,000.00	Allowance	G	2
A9	General	Possible roof issues at gym - Evidence of leaking around expansion joint	Investigate further	\$ 30,000.00	Allowance	G	2
A10	General	Ballast roof is due for replacement in 2022	Replace when needed	\$ 2,320,000.00		G	4
<b>TOTAL ESTIMATED COSTS OF EXTERIOR ISSUES:</b>				<b>\$ 7,046,700.00</b>			

# NORWALK HIGH SCHOOL

## FACILITY CONDITION ANALYSIS

07/08/16

Tag No.	Code Reference	Violation	Corrective Action	Estimated Cost	Remarks	System	Rank
<b>Interior Facility Condition</b>							
A11	805.1 (IFC)	Bulletin boards, wood trim, student artwork, and miscellaneous materials (homosote) on corridor walls are combustible.	Although this is a common condition in most school facilities, by code corridors are not to contain combustible items. This item should be reviewed with the local authorities to confirm that the current layout and practice is acceptable.	N/A	Typical at all corridors.		
A12	413.6 (ADA) 1101.2 (IBC) ANSI 117.1	Most door push and/or pull maneuvering clearances do not meet code.	Where obstruction is not furniture related, modify door swing and/or location to comply. Where the previous is not easily achieved, supply push button door operator where required.	N/A	Requires design & Capital project	C	4
A13	1009.11 (IBC)	Handrails are not code compliant. Common non-compliance issues; handrail extensions	Weld the proper handrail extensions on the existing rails.	\$ 90,000.00		A	3
A14	4.32 (ADA)	Insufficient knee space provided at sink and/or workstation.	Provide accessible sink and workstation per ADA Section 4.32. 27" high x 30" wide x 19" deep.	\$ 24,000.00		A	3
A15		Plywood infill located at cafeteria wall and some various classrooms	Infill wall with material to meet fire rated wall	\$ 30,000.00	Allowance	A	1
A16		No accessible sink is provided in art rooms, family consumer since or classrooms with sinks	Provide new ADA compliant model	\$ 40,000.00		A	3
A17		Limited casework exists with in standard classrooms but where it is located, much is old and nearing the end of its useful life	Replace	\$ 49,000.00		A	3
A18	(B)1108.6 (ANSI A117.1) 602	Existing drinking fountains do not comply with accessibility requirements located in corridors.	Remove existing drinking fountains and install new Handicapped drinking fountains.	\$ 32,000.00		A	3
A19	603-606 (ANSI 117.1)	Existing toilet rooms do not meet accessibility standards. Common issues noted; no vertical grab bar	Provide new accessories (vertical grab bar) that meet all IBC/ANSI 117.1 and Federal Code requirements and clearances.	N/A		A	3
A20	General	Some restrooms have not be renovated - fixtures and finishes are old and worn.	Renovate and upgrade remaining restrooms, including staff restrooms.	\$ 2,310,000.00	Based on renovating 20 gang bathrooms and 21 singles/double		3

## NORWALK HIGH SCHOOL FACILITY CONDITION ANALYSIS 07/08/16

Tag No.	Code Reference	Violation	Corrective Action	Estimated Cost	Remarks	System	Rank
A21	General	Expansion joints are failing	Replace with new expansion material	\$ 16,000.00			
A22	General	Wood panels and wood doors are in worn	Sand and refinish	\$ 80,000.00		G	2
A23	General	Door frame paint is chipping	Scrape, prime and paint	\$ 30,000.00		G	3
A24	General	Base boards are old, dated or missing	Replace with new where required	\$ 63,000.00		G	3
A25	General	One lower level the shop rooms are unoccupied	Convert to usable educational space	\$ 960,000.00		G	3
<b>TOTAL ESTIMATED COSTS OF INTERIOR ITEMS:</b>				<b>\$ 3,724,000.00</b>		G	4

<b>Plumbing Systems</b>							
P1	General	Domestic Hot water storage tanks should be replaced.	Replace tanks	\$ 10,000.00	Cost for replacement.	G	2
P2	General	Periodically inspect, test and replace plumbing valves, pressure regulators, backflow preventers, thermostatic mixing valves, etc.	Replace faulty equipment as required.	\$ 5,000.00	Cost over next 10 years.	G	3
P3	General	Emergency Shower/Eye Wash Station in the Science Classroom should be periodically inspected, flushed and tested.	Maintain system including tempering valve.	\$ 1,000.00	Anticipated PM cost over the next 10 years.	G	3
P4	IPC Section 802	The 3 compartment sink in the Kitchen does not have an indirect waste connection as required by the code.	Install indirect waste connection to sanitary drain system with air gap.	\$ 3,000.00		C	2
FP1	NFPA 25	The Sprinkler/Standpipe System requires periodic inspection, testing and maintenance in accordance with NFPA 25.	Include annual cost of \$2000 in budget.	\$ 20,000.00	Cost for inspection, testing and maintenance over next 10 years.	C	3
FP2	NFPA 25	Building is not currently fully protected with a sprinkler system	Provide sprinkler system for entire building	\$ 250,000.00	Based on \$5/sf at approximately 50,000 sf	G	4
<b>TOTAL ESTIMATED COSTS OF PLUMBING ITEMS:</b>				<b>\$ 289,000.00</b>			

## NORWALK HIGH SCHOOL

### FACILITY CONDITION ANALYSIS

07/08/16

Tag No.	Code Reference	Violation	Corrective Action	Estimated Cost	Remarks	System	Rank
<b>Electrical Systems</b>							
E1	IBC chapter 907, NFPA72	No fire alarm notification unit serving assembly area.	Provide fire alarm notification unit.	\$ 200.00		C	2
E2	NFPA72	No fire alarm pull station to suit egress door	Provide Fire alarm pull station	\$ 320.00		C	2
E3	ADA	No call for aid system for a single toilet room. Toilet room will require call for aid system if converted to meet ADA standards.	Provide call for aid system, if converted to meet ADA standards.	\$ 4,000.00		C	3
E4	General	Lighting fixtures with broken lens or not operational	Provide new lens or lighting fixtures	\$ 7,000.00		G	3
E5	General	No emergency lighting or area lacking emergency lighting or indicator not operational	Provide emergency lighting or replace battery pack	\$ 3,000.00		G	1
E6	NFPA70 Article 700	No exterior remote emergency lighting	Provide two lamp remote emergency lighting	\$ 600.00		C	1
E7	General	Downlight with incandescent lamps	Replace incandescent lamp with compact fluorescent or LED	\$ 400.00		G	4
E8	General	Exit sign not fully illuminated, broken or not operational	Provide exit sign	\$ 16,000.00	This total cost include replacing all exit signs	G	2
E9	General	Area of rescue signs not illuminated	Provide illuminated sign	\$ 1,200.00		G	3
E10	IECC	No motion sensor to suit lighting.	Provide motion sensor.	\$ 18,000.00	This total cost include provision to all corridors and toilet rooms	G	4
E11	General	Power receptacle cover plate in poor condition	Provide cover plate	\$ 100.00		G	4
E12	General	Security camera dome without lens	Provide cover lens	\$ 300.00		G	4
E13	General	Panelboards or equipment disconnect without label	Provide cover label	\$ 100.00		G	4
E14	General	One horn strobe without wire guard	Provide Wire guard for unit	\$ 50.00		G	4
E15	General	HID fixtures on roof and power connection in poor condition	Replace HID fixtures on roof and provide new power connection	\$ 6,000.00		G	4
<b>TOTAL ESTIMATED COSTS OF ELECTRICAL ITEMS:</b>				<b>\$ 57,270.00</b>		<b>G</b>	<b>3</b>



# NORWALK HIGH SCHOOL

## FACILITY CONDITION ANALYSIS

07/08/16

Tag No.	Code Reference	Violation	Corrective Action	Estimated Cost	Remarks	System	Rank
<b>TOTAL ESTIMATED COSTS OF ALL ISSUES:</b>				<b>\$ 11,116,970.00</b>			

**GENERAL NOTES:**

ESTIMATED COSTS ARE BASED ON 2015 CONST COSTS. ESCALATE 5% PER YEAR.  
 ESTIMATES DERIVED W/ LIMITED INPUT FROM BUILDING, FIRE OR HEALTH DEPTS.  
 COST ESTIMATES BASED ON HISTORICAL DATA FOR COMPARABLE PROJECTS.

ESTIMATES ARE PRE-CONCEPTUAL : USE FOR ORDER OF MAGNITUDE COSTING AND BUDGETING ONLY.

**LEGEND:**

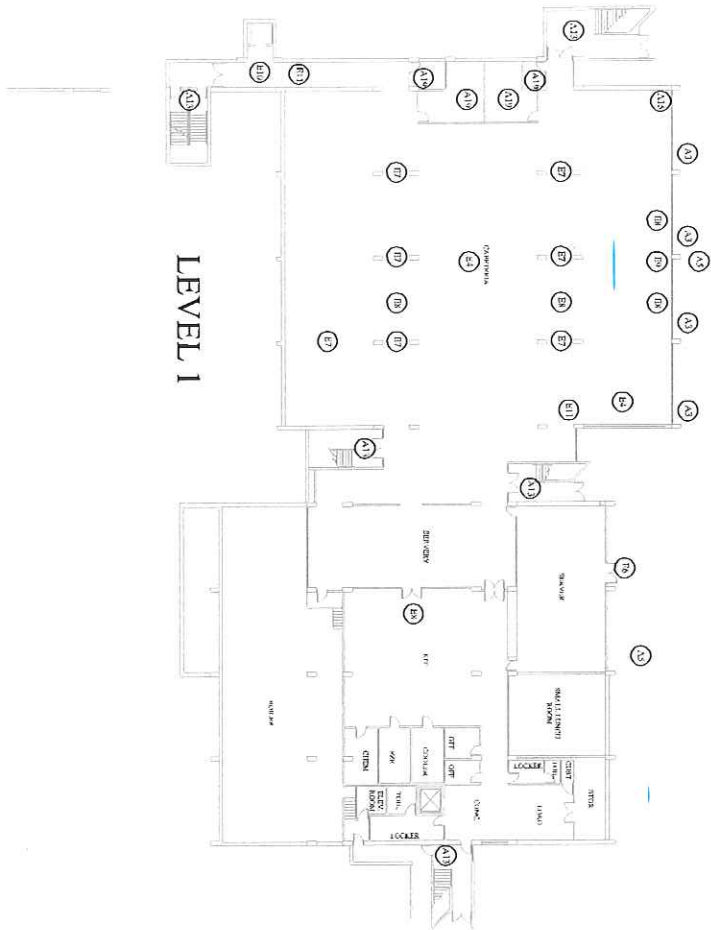
- A - ACCESSIBILITY
- C - CODE
- G - GENERAL
- S - SITE
- SS-SCHOOL SAFETY

**LEGEND PRIORITY - RANK:**

- 1 = Urgent priority** - These items should be corrected as soon as possible and most likely encompass code, health and life safety issues.
- 2 = High priority** - These items should be corrected within a reasonable amount of time after the highest priorities referenced above. These may be associated with high priority maintenance issues or accessibility
- 3 = Moderate priority** - These items may be associated with aesthetic or general maintenance issues. Remaining useful life of 3-5 years.
- 4 = Low priority** - These items include maintenance and aesthetic issues that are not in current need of replacement, but should continue to be monitored on a regular basis. These items typically have a remaining



**Silver Petrucci & Associates, Inc.**  
**Architects, Engineers & Interior Designers**  
 Hamden, Connecticut 06518  
 Telephone: 203-230-9007  
 e-mail: [info@silverpetrucci.com](mailto:info@silverpetrucci.com)



LEVEL 1

**NORWALK HIGH SCHOOL**

55 COUNTY STREET, NORWALK, CT 06851

BUILT: 1971, 2004

EXISTING SQUARE FOOTAGE: 310,000

GRADES: 9 - 12

STUDENTS: XXX





LEVEL 2

**NORWALK HIGH SCHOOL**

55 COUNTY STREET, NORWALK, CT 06851

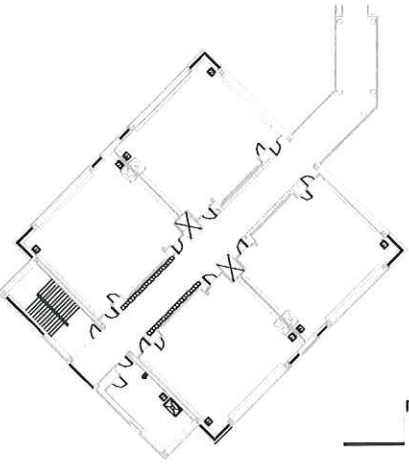
BUILT: 1971, 2004

EXISTING SQUARE FOOTAGE: 310,000

GRADES: 9 - 12

STUDENTS: XXX



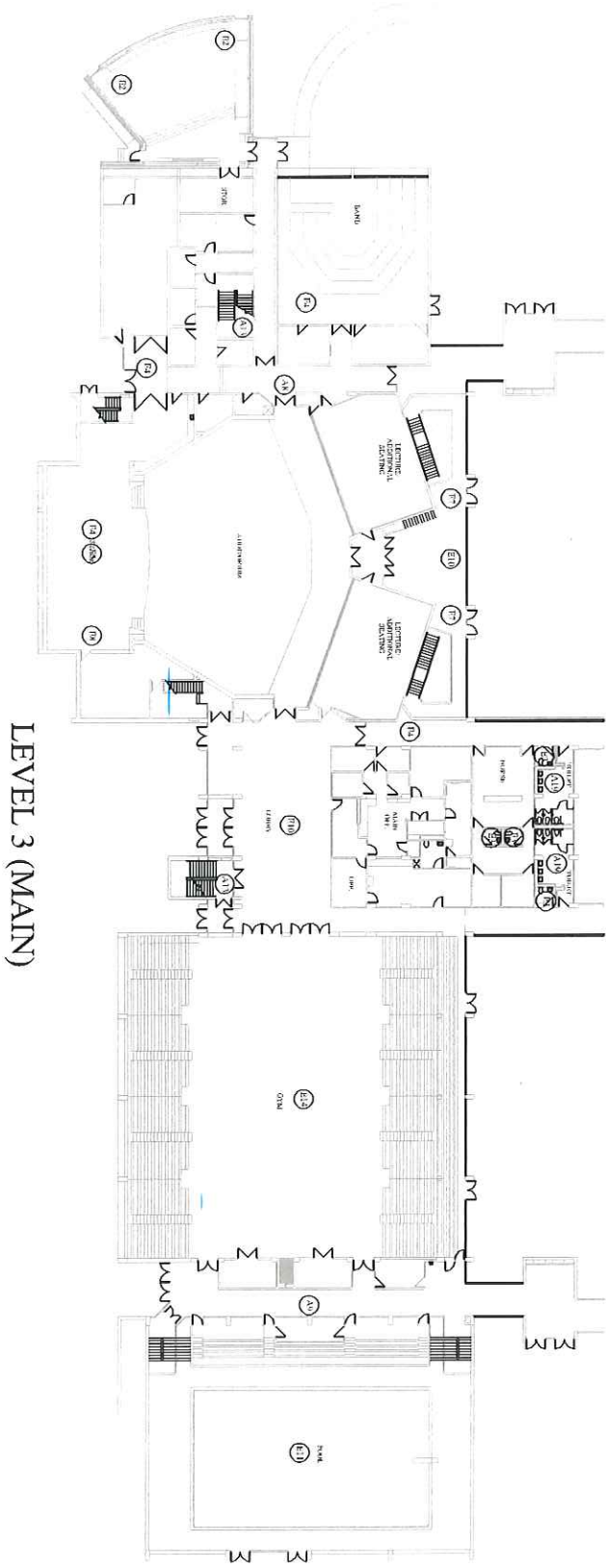


LEVEL 3 (MAIN)

**NORWALK HIGH SCHOOL**  
55 COUNTY STREET, NORWALK, CT 06851  
BUILT: 1971, 2004  
EXISTING SQUARE FOOTAGE: 310,000  
GRADES: 9 - 12  
STUDENTS: XXX



SILVER / PETRUCCI + ASSOCIATES  
Architects / Engineers / Interior Designers



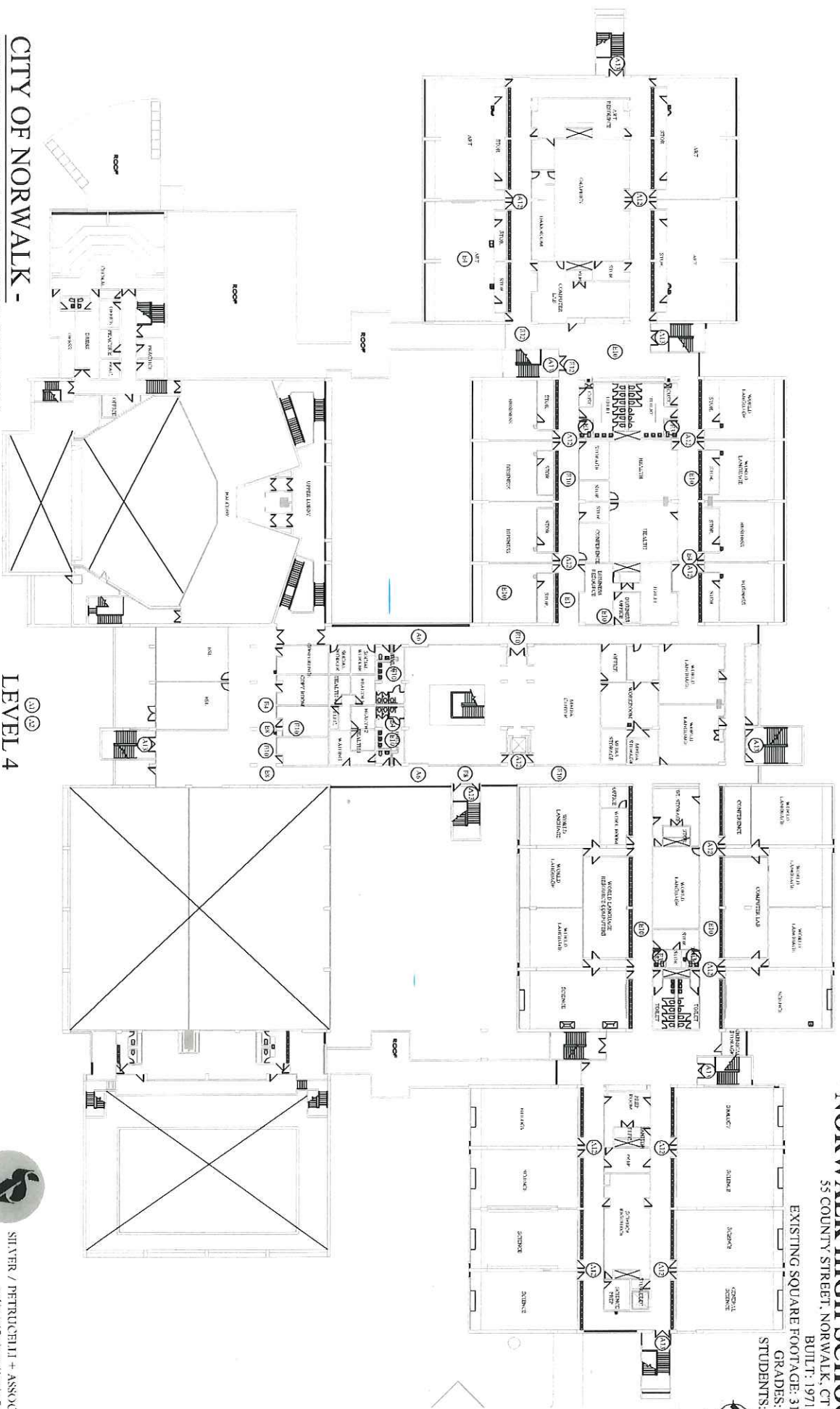
LEVEL 3 (MAIN)

**NORWALK HIGH SCHOOL**  
 55 COUNTY STREET, NORWALK, CT 06851  
 BUILT: 1971, 2004  
 EXISTING SQUARE FOOTAGE: 310,000  
 GRADES: 9 - 12  
 STUDENTS: XXX



CITY OF NORWALK -  
SCHOOL FEASIBILITY STUDY

LEVEL 4



**NORWALK HIGH SCHOOL**

55 COUNTY STREET, NORWALK, CT 06851

BUILT: 1971, 2004

EXISTING SQUARE FOOTAGE: 310,000

GRADES: 9 - 12

STUDENTS: XXX



SILVER / PETRUCCI + ASSOCIATES  
Architects / Engineers / Interior Designers



Courtyard 1



Courtyard 2



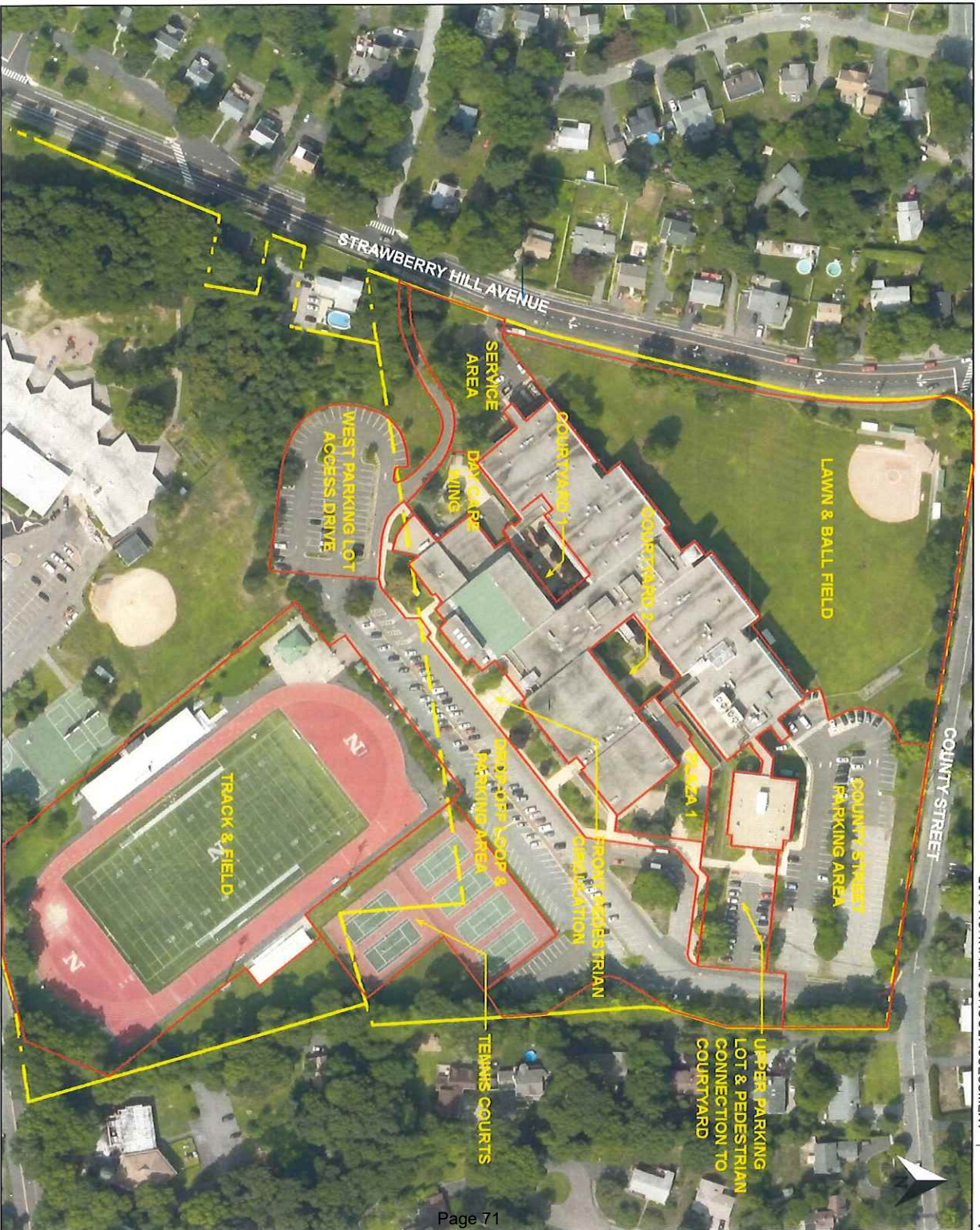
Pedestrian Circulation



Track & Field



Service Area



NOT TO SCALE





**NORWALK HIGH SCHOOL - CONDITIONS ANALYSIS CHECKLIST**

SITE ASSESSMENT	CONDITION	DESCRIPTION	UNIT	QUANTITY	UNIT COST	*TOTAL
<b>1. Courtyard 1</b>	5	4	3	2	1	n/a
a. Brick on Processed Aggregate		Power wash, remove and stockpile bricks for reuse. Reconstruct pavements per geotechnical recommendations.	SF	1,100	\$25	\$35,000
b. Concrete Sidewalk		Differential settlement between slabs was observed throughout the space creating tripping hazards and is evident of subbase settlement. Significant settlement of slab at building wall was observed. In areas, specifically near doors C1, C2, C3 and C4, Examine subbase to correct cause of settlement and repave per geotechnical recommendations.	SF	2,400	\$15	\$45,000
c. Concrete Curb		No cracking observed. Recommend replacing concurrently with concrete and brick walk replacement.	LF	240	\$30	\$9,000
d. Wood & Concrete Benches		Wood slats are cracked & rotted. Several concrete supports are cracked. Replacement recommended.	EA	6	\$2,500	\$19,000
e. Concrete Retaining Wall		Recommend inspection by structural engineer. Sandblast, paint and anti-graffiti coating.	LS	1	\$5,000	\$7,000
f. Concrete Stairs & Handrails (2 sets)		Replace all handrails with ADA compliant rails. Replace expansion joint sealant at top of stairs near door C5. Replace stairs due to settlement in courtyard.	LF	186	\$150	\$35,000
g. Trees		Replace trees with species that better suit the microclimate.	EA	6	\$750	\$6,000
h. Landscaping		Weed and install new groundcover and mulch where applicable. Shrubs appear healthy but planting is sparse and would benefit from supplemental plantings.	EA	50	\$75	\$5,000
i. Storm Drainage		Catch Basins are not at low point of slab due to settling. Reset in conjunction with concrete pavement replacement.	EA	2	\$3,000	\$8,000
j. Misc. Exterior Architectural Elements		n/a Replace missing vent on wall to prevent rodent access.	LS	1	\$500	\$1,000
<b>2. Courtyard 2</b>						<b>\$192,000</b>
a. Concrete Sidewalk		Differential settlement between slabs was observed throughout the space creating tripping hazards and is evident of subbase settlement. Significant settling from building was observed near door C9. Examine subbase, correct cause of settlement and replace pavement.	SF	4,000	\$15	\$75,000
b. Concrete Curb		Replace curbing. Recommend replacing concurrently with concrete pavement.	LF	360	\$30	\$14,000
c. Wood & Concrete Bench		Wood slats are cracked and rotted. Several concrete supports are cracked. Replacement recommended.	EA	6	\$2,500	\$19,000



Brick on Processed Aggregate



Concrete Curb at Courtyard 1



Concrete Sidewalk at Courtyard 1



Conc. Sidewalk at Courtyard 2



Concrete Curb at Courtyard 2

5 - NEW - New or like-new condition; no issues to report; no expected failures; life expectancy 15+ years
4 - GOOD - Good condition, no reported issues or concerns; may require replacement 10 - 15 years
3 - FAIR - Average wear for age; not new but no issues to report; replace within 5 - 10 years
2 - POOR - Worn from use - approaching end of expected life cycle. Replace within 3 - 5 years when funds are available
1 - CRITICAL - Extremely worn or damaged; replace within 1 - 3 years

- UNIT LEGEND**
- SY - Square Yard
  - SF - Square Feet
  - LF - Linear Feet
  - LS - Lump Sum
  - OM - Operations \$ Maintenance
  - EA - Each

**NOTES:**

- "Unit Costs" represent 2016 budgetary pricing. "Total Costs" include 25% contingency.
- All costs are reflective of 2016 construction costs. Future costs are projected to increase 3 - 5% per year.
- Items that require routine maintenance are considered operations and maintenance (OM). Developing a budget for OM is not within the scope of this study.



4 | 2016 NORWALK SCHOOL ASSESSMENT



Bit. Conc. Walk at Plaza 1



Conc. Stairs at Plaza 1



Conc. Handrails at Plaza 1



Bit. Conc. Walk at Front Ped. Cir.



Landscaping at Front Ped. Circulation

Item	Priority	Condition	Material	Area (sq ft)	Unit Cost	Total Cost
d. Concrete Stairs & Handrails	1	Replace all handrails with ADA compliant rails. Replace 13 riser. Replace stairs due to settlement in courtyard.	LF	379	\$150	\$72,000
e. Trees	1	Replace dead tree. Remove vines from trees, and prune.	LS	1	\$1,000	\$2,000
f. Landscaping	3	Remove crabgrass, supplement groundcover, fertilize & mulch. Denser groundcover will help suppress weed germination. Clear vegetation growing on building. Bare areas on shady slopes to be supplemented with shade-tolerant species.	EA	100	\$75	\$10,000
<b>B. Plaza 1</b>						
a. Bituminous Concrete Walk	2	Remove and repave to capture water before it runs over concrete stairs. Install new storm drainage infrastructure per comment 3.g.	SY	250	\$30	\$10,000
b. Concrete Stairs & Handrails	1	Replace cracked and spalled stairs and install ADA compliant handrails leading from bituminous plaza. Paint metal guardrail.	LF	96	\$150	\$18,000
c. Benches	1	Wood slats are broken. Replace with new benches or RPL slats.	EA	3	\$2,500	\$10,000
d. Concrete Retaining Wall	2	Perform geotechnical evaluation as structural cracking was observed. Sandblast, paint and anti-graffiti coating.	SF	570	\$7	\$5,000
e. Concrete Sidewalk	1	Replace cracked concrete slabs. Concrete is showing signs of age and is spalling at expansion joints. All sidewalk should be replaced.	SF	3,800	\$15	\$72,000
f. Wood Ramp	n/a	n/a contractor was on site to measure and reconstruct accessible ramp.	N/A			
g. Storm Drainage	2	No drains present at upper plaza. Install 2 storm drains and associated piping. Tie into infrastructure at lower walkway.	LS	1	\$26,000	\$33,000
<b>4. Front Pedestrian Circulation</b>						
a. Concrete Sidewalk	2	Replace cracked & spalled pavement at parent drop-off loop and at Natatorium. Replace falling sealant at base of walls. Slab is separating from wall at door 4; apply epoxy grout.	SF	9,400	\$15	\$177,000
b. Concrete Paver Plaza	3	Pavers are clean and level but are fading due to age. Plan to replace within 5 years.	SF	1,700	\$15	\$32,000
c. Bituminous Concrete Walk	4	Clean and seal minor cracking along face of school.	SY	10	\$30	\$1,000
d. Accessibility	1	Reveal at door 5 exceeds 1/4". Replace concrete pavement to comply with accessible requirements.	SF	180	\$15	\$4,000
e. Concrete Ramps & Handrails	2	Install handrail at ramp to doors below Natatorium entrance. Minor areas of spalled concrete at ramp to main entrance. Replace section of pavement; see note 4.d.	LS	1	\$17,200	\$22,000
f. Concrete Stairs & Handrails	1	Install code compliant handrail at stairs to Natatorium and at main entrance. Install new concrete stairs and rail 1.2" wire.	LF	36	\$150	\$7,000

5 - NEW - New or like-new condition; no issues to report; no expected failures; life expectancy 15+ years
4 - GOOD - Good condition; no reported issues or concerns; may require replacement 10 - 15 years
3 - FAIR - Average wear for age; not new but no issues to report; replace within 5 - 10 years
2 - POOR - Worn from use - approaching end of expected life cycle. Replace within 3 - 5 years when funds are available
1 - CRITICAL - Extremely worn or damaged; replace within 1 - 3 years

- UNIT LEGEND**
- SY - Square Yard
  - SF - Square Feet
  - LF - Linear Feet
  - LS - Lump Sum
  - OMI - Operations & Maintenance
  - EA - Each

- NOTES:**
- "Unit Costs" represent 2016 budgetary pricing. "Total Costs" include 25% contingency.
  - All costs are reflective of 2016 construction costs. Future costs are projected to increase 3 - 5% per year.
  - Items that require routine maintenance are considered operations and maintenance (OMI). Developing a budget for OMI is not within the scope of this study.



NORWALK HIGH SCHOOL



Bit. Conc. Walk at Day Care Wing



Benches at Day Care Wing



Conc. Retaining Wall



Conc. Curb at Parking Area



Storm Drainage at Parking Area

g. Concrete Planter Wall		2		Clean and paint wall to match building. Repair minor crack at possible ramp.	SF	260	\$7	\$3,000	
h. Trees		1		Prune to shape and remove dead branches where needed. Limb up trees to provide additional head clearance.	LS	1	\$500	\$1,000	
i. Landscaping				n/a lawn is dry and weedy. Fertilize, aerate & overseed in Fall. Replace struggling foundation plantings and invasive weeds with species better suited to the microclimate.	OM	N/A			
j. Storm Drainage		1		Clean out clogged trench drain at door 35. Add area drain to low lawn area near the music wing.	LS	1	\$15,000	\$19,000	
k. Misc. Exterior Architectural Elements		1		Secure lighting can over Natatorium doors. Add designated concrete pads to site trash and recycling bins.	OM	N/A			
<b>5. Day Care Wing</b>									
a. Bituminous Concrete Walk		3		Clean and seal minor cracking. In lower level passage below retaining wall, replace pavement and pitch away from building toward existing area drain. Reset drain if necessary to create positive pitch.	SY	86	\$30	\$4,000	
b. Concrete Sidewalk		2		Concrete is aged and cracking. Replace concrete sidewalk.	SF	1,700	\$15	\$32,000	
c. Concrete Curb		3		Replace in concurrence with sidewalk replacement.	LF	165	\$30	\$7,000	
d. Concrete Stairs & Handrails		2		Replace all handrails with ADA compliant rails. (4-riser and 8 riser). Stairs have settled significantly, reconstruct.	LF	100	\$130	\$19,000	
e. Concrete Wall at Benches		2		Sandblast, paint and anti-graffiti color to match building.	SF	165	\$7	\$2,000	
f. Benches		1		Wood slats are broken. Replace with new benches.	EA	3	\$2,500	\$10,000	
g. Brick Pavers Under Benches		1		Remove and reset to pitch water towards sidewalk	SF	100	\$25	\$4,000	
h. 4" Vinyl clad CLF		1		Replace miscellaneous hardware/tees	LS	1	\$1,000	\$2,000	
i. Storm Drainage		1		Add area drain and re-grade lawn areas to direct water away from the building. (South of tot lot and near door north of tot lot.) Add area drain to capture water before the concrete stairs.	LS	1	\$12,000	\$15,000	
j. Landscaping				n/a Fertilize, aerate & overseed all lawn areas in Fall	OM	N/A			
k. Concrete Retaining Wall		2		Sandblast, paint and anti-graffiti color to match building.	SF	760	\$7	\$7,000	
<b>6. County Street Parking Area</b>									
a. Bituminous Parking								\$381,000	
1. Recently Paved Area		3		Clean existing cracks and apply sealant. Pavement is showing signs of settlement and alligator cracking and should be replaced full depth within the next 5 years.	SY	1,915	\$50	\$120,000	
2. Older Paved Area			1	Recommend full depth replacement of failed pavement areas.	SY	3,285	\$50	\$206,000	

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Landscaping at Upper Parking Lot



Conc. Retaining Wall



Drainage & Utilities (Surface)



Bit. Pavement at Drop-off Loop



Bit. Pavement at Parking Area

b. Bituminous Concrete Walk			1	1	Move "no parking any time" sign out of sidewalk to make sidewalk accessible. Repair bituminous walk as necessary.	SY	3	\$30	\$1,000
c. Painted Lines			1	1	Restripe faded pavement markings: crosswalks, directional arrows, and restricted vehicular areas.	LS	1	\$1,500	\$2,000
d. Concrete Curb			1	1	Clean and seal joints and at interface with bituminous pavement. Replace broken curb.	LF	30	\$30	\$2,000
e. Bituminous Curb			1	1	Replace missing island curbs. Consider replacing with concrete curb. Replace deteriorated curb at eastern end of parking area with new concrete curb.	LF	1,000	\$30	\$38,000
f. Galv. CLF			1	1	Repair chain link fence; fabric with privacy slats. Fence system is falling due to missing top rails. Install bollards at dumpsters to prevent movement and damage to fence.	LS	1	\$3,000	\$4,000
g. Storm Drainage			1	1	Accumulated sand and debris indicates standing water. Correct pavement pitch to eliminate ponding of water in crosswalk and at drop ramp and install drain. Replace drain cover near storage area as existing cover is clogged with bituminous material. Clean out clogged CCB along County Street side curb.	LS	1	\$4,600	\$6,000
h. Landscaping					n/a	OM	N/A		
i. Accessibility			1	1	Replace accessible drop ramp to meet code.	LS	1	\$1,500	\$2,000
<b>7. Upper Parking Lot and Pedestrian Connection to Courtyard</b>									
a. Bituminous Concrete Walk			2	2	Clean out cracks and apply sealant. Repair section to provide positive pitch where water ponds at building at condensation hose.	SY	10	\$30	\$1,000
b. Concrete Stairs & Handrails (2 sets)			1	1	Replace all handrails with ADA compliant rails. Replace cracked cheek walls at stairs leading to lower parking lot. May require full replacement of stairs.	LF	200	\$150	\$39,000
c. Concrete Sidewalk			2	2	Unevenly settled slabs should be replaced at base of stairs leading from adjacent courtyard. Address cause of settlement and replace pavement. Pavement at building entrance level appears to be new and in good condition. Clean and seal cracks with polymeric sand or epoxy.	SF	1,100	\$15	\$21,000
d. Bituminous Concrete Driveway			3	1	Seal cracks, restripe and street sweep gutter lines. Install signs at accessible parking spaces.	SY	825	\$30	\$31,000
e. Concrete Retaining Wall			1	1	Perform geotechnical evaluation as structural cracking was observed. Sandblast, paint and anti-graffiti color to match building.	LF	120	\$7	\$2,000
h. Drainage & Utilities (Surface)					Inspect and clean	OM	N/A		
i. Landscaping			3		Remove invasive weeds behind propane tank fence. Install filter fabric and gravel to control future weed growth. Weed, fertilize and seed area behind retaining wall. Replace dead/unhealthy plants.	EA	100	\$75	\$10,000

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Storm Drainage at Lawn



Accessible Route at Field



Bit. Conc. Walk to Field



Bit. Conc. Walk at Tennis Court



Drinking Fountain

e. Concrete Curb		3		1	Minor plow damage is evident. Replace in 5-10 years.	LF	60	\$30	\$3,000
f. Accessibility				1	Add tactile warning strips at driveway crossing.	LS	1	\$500	\$1,000
<b>11. Lawn and Ball Fields</b>									
a. Concrete Curb		3			Grub and seal joints. Minor plow damage. Replace in 5-10 years.	LF	100	\$30	\$4,000
b. Bituminous Concrete Walk				1	Recommend installing integral concrete curb and walk at bus pick-up along Strawberry Hill Avenue. Much of the bituminous walk has settled at the curb line creating a trip hazard.	SF	3,000	\$21	\$79,000
c. Concrete Sidewalk				1	Replace slab at Door 18 and address setting. New slab should meet concrete sill with no greater than 1/4" drop. Replace slab at Door 19 and set to meet door sill with 1/4" drop.	SF	150	\$15	\$3,000
d. Discus Cage				1	Replace missing ties & fasteners for CLF mesh; tighten sagging mesh. Replace hardware to secure displaced bottom rail. Replace fabric.	LS	1	\$2,500	\$4,000
e. Softball Backstop				2	Backstop should receive heavier gauge mesh	LS	1	\$3,000	\$4,000
f. Wood Ramp				1	Lacking handrails. Installing code compliant rails. Recommend installing concrete ramp.	LS	1	\$15,000	\$19,000
g. Concrete Pavers at Baseball Field				2	Grub and seal joints with polymeric sand.	SF	1730	\$15	\$33,000
h. Dugout				2	Repaint gruffed posts. Finish on benches starting to wear. Replace benches within 5 years.	LS	1	\$12,000	\$15,000
i. Gully, CLF, Heights Vary				1	Replace misc. hardware and rails; Replace deformed fabric; Secure displaced rails with new fittings; Install heavier gravel at play bench areas.	LS	1	\$14,500	\$19,000
j. Storm Drainage					n/a No apparent issues.	N/A			
k. Landscaping-Lawn					n/a Fertilize, aerate & overseed all lawn areas in fall. Well maintained.	OM	N/A		
l. Landscaping- Trees/Shrubs				1	Prune plant material where interfering with pedestrian circulation. Replace Katsuna Tree with bark damage near County Street parking area.	LS	1	\$1,500	\$2,000
m. Accessible Route				1	ADA's 5' wide bituminous concrete walkway to provide accessibility from school and parking to play bench and spectator seating areas.	SF	200	\$30	\$8,000
<b>12. Tennis Courts</b>									
a. Paved Courts				1	Some patches of color seal have lifted from the court surface and should be repaired. Overall planarity of the surface appears to be in good condition. Several patches of cracks were observed indicating bituminous concrete may need replacement. Continue to monitor condition and address new cracks promptly to maintain condition until reconstruction.	SY	4,000	\$60	\$300,000
b. Bituminous Concrete Walk				1	Clean and seal minor cracks. Clean, grub & seal between walkway and tennis court.	LS	1	\$500	\$1,000
									<b>\$308,000</b>

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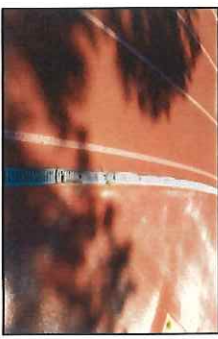




**Paved Courts at Tennis Court**



**Bit. Conc. Walk at Track & Field**



**Track Surface**



**4' Ht. Galv. CLF**



**Landscaping**

Item	Quantity	Unit	Cost	Total
c. Concrete Curb		OM	N/A	
d. Drinking Fountain	1	EA	\$5,000	\$7,000
e. Landscaping	n/a	OM	N/A	
<b>13. Track &amp; Field</b>				
a. Bituminous Concrete Walk	2	SY	\$39	\$16,000
b. 4' Ht. Galv. CLF	1	LS	\$5,000	\$7,000
c. Concrete Sidewalk		OM	N/A	
d. Track Surface	2	LS	\$100,000	\$125,000
e. Storm Drainage	1	OM	N/A	
f. Drinking Fountain	1	EA	\$5,000	\$7,000
g. Landscaping-Lawn	n/a	OM	N/A	
h. Landscaping- Trees/Shrubs	1	LS	\$2,000	\$3,000
i. Pole lights	1	EA	\$500	\$2,000
<b>Grand Total</b>				<b>\$2,525,000</b>

\* Cost includes 25% contingency

\* Turf Renovation includes: aeration, top-dress with screened organic topsoil, and overseed

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