

**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>3900</b>
<b>REQUESTING DEPARTMENT:</b>	<b>Building Management</b>
<b>DATE OF RFP ISSUANCE:</b>	<b>February 19, 2019</b>
<b>TITLE OF RFP:</b>	<b>Construction Management Services for Miscellaneous Projects at Norwalk High School</b>
<b>DATE OF RFP OPENING:</b>	<b>March 8, 2019</b>
<b>MANDATORY WALKTHROUGH:</b>  <b>DATE, TIME AND LOCATION OF WALKTHROUGH</b>	<b>YES ( ) NO ( )</b>  <b>N/A</b>
<b>TIME OF RFP OPENING:</b>	<b>2:00 PM</b>
<b>RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED</b>	<b>YES ( ) NO (X)</b>
<b>SUCCESSFUL BIDDERS ONLY: PERFORMANCE &amp; PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED</b>	<b>YES ( ) NO (X)</b>
<b>SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED: 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 SEVEN (7) 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 from Construction Management (CM) firms which hold an approved and active status under the State of Connecticut DAS pre-qualification program to provide comprehensive Construction Management Services and assist the Norwalk Facilities Construction Commission (NFCC), the Norwalk Board of Education, and the Project Architect in regard to the miscellaneous projects at Norwalk High School.

### 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 March 1, 2019.

### 6. SUBMISSION OF RFP

All sealed RFPs should be submitted to the City of Norwalk's Purchasing Department no later than March 8, 2019 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.
- 2.) Construction Managers (CM's) need to hold an approved and active status under the State of Connecticut DAS pre-qualification.

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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, ([cmegaro@norwalkct.org](mailto:cmegaro@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 construction management 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.

### **PROJECT DESCRIPTION:**

The City of Norwalk is looking for construction management services for a new culinary arts program and toilet room renovations budgeted as follows:

- Toilet Renovations                      \$2,291,224
- Culinary Arts Program                      \$1,859,644

The new culinary arts program must be completed no later than August 23, 2019. The culinary arts program is located on the ground floor of the Norwalk High School and has access to an exterior overhead door. If all local and state approvals can be obtained it is possible to begin construction prior to the end of this school year.



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The toilet room renovations consist of complete demolition of all existing toilet rooms, both gang and single, including removal of existing ceramic tile flooring, aligning plumbing for ADA accessibility, aligning doors and frames to meet ADA accessibility requirements, replacement of all finishes including but not limited to toilet partitions, fixtures, accessories, painting, etc. for a complete and functioning gang or single toilet room. This work is scheduled for the summer 2019 and summer 2020.

### **Milestone Schedule:**

1. Construction Management services RFQ/P Issued February 20, 2019
2. Deadline for questions March 1, 2019
3. Proposals Due March 8, 2019
4. Construction Management services contract award date – March 26, 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. The City of Norwalk shall evaluate the proposals, including but not limited to qualifications and proposed fees and shall invite selected short-list respondents to the RFP for presentations/interviews. The CM's proposed Project Manager and Superintendent should be available to attend. The presentations should be 20 minutes long, plus 20 minutes for Q&A.
- B. Respondents should note that the Pricing Response (Section 2.2) for CM General Conditions and Fees is to be submitted in accordance with the "Schedule of CM Services" in Section 2.3. with corresponding line item cost.
- C. Respondents are required to submit along with their proposal, a conceptual Construction Schedule for the proposed additions and alterations. Such schedule shall include, but not be limited to; design phase milestones, proposed overall phasing plan (if applicable), construction activities, hazmat abatement work, etc. Identify procedures and methodology CM will use to isolate construction activities from the educational environment.
- D. Respondents are hereby notified that all proposal submissions and information contained therein and attached thereto shall become public information upon selection of the successful Construction Manager, except financial statements and documents, separately sealed and specifically labeled "Confidential".
- E. Construction Managers responding to this RFP must have sufficient staff to assure timely project completion. The Construction Manager must assign personnel to this project who are qualified for this type of work. The Construction Manager must assign

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for this project an experienced Project Manager thoroughly skilled in Office of School Construction Grants (OSCG) funded projects.

- F. The successful Construction Manager 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.
- G. The successful Construction Manager will not be allowed to self perform any construction trade work.
- H. Comprehensive responses to the issues raised in the RFP are expected. Additional information, not specifically requested, will be considered if provided.
- I. 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.
- J. The City of Norwalk's preference is to have the Construction Manager's hold the asbestos and hazardous material removal contracts, if applicable. CM's who are not willing to hold these contracts must identify this within their proposal submission. CM's who are not willing to hold these contracts should advise what services they include for the planning, coordination, supervision, etc. of the abatement activities.
- K. Construction Managers will be required to be in compliance with the State of Connecticut Department of Administrative Services Contractor Prequalification Program. Additional information available on line at the following web site address <http://das.ct.gov/cr1.aspx?page=10>
- L. The Construction Managers are expected to be experienced in all Pre-construction Phase and Construction Phase services and will also be judged in accordance with their abilities to provide the following Scope of Services.

### **1.3 SCOPE OF SERVICES – PRE-CONSTRUCTION**

- A. CM shall provide estimates at the Schematic Design, Design Development, and Construction Document levels, however due to the timing of the projects some design phases may be skipped in the interest of time. Include breakdowns of all ineligible costs in each estimate level. Construction Manager's estimates must identify ineligible cost items for State reimbursement and project the net cost to the City of Norwalk.
- B. Participate and lead the project team in ongoing value-engineering and constructability reviews, to ensure smooth organization of the project and optimum efficiency. Identify major building design elements and advise on options for their potential constructability, budget, and scheduling impact. The CM shall maintain a method of determining and documenting actual cost savings as a result of value engineering for review by the City.

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- C. Maintaining the project on its originally established budget is of paramount concern to the City. Regularly review the construction documents as they are developed by the Design Team and provide detailed estimates of project costs at Schematic Design, Design Development and 90% Construction Document levels. Advise on adequacy of contingencies at each design level. Provide recommendations for value engineering or other revisions as required to keep the project on budget at each estimate level, and at final bids if required.
- D. Assist the City and Design Team in public presentations of the proposed design and related costs as needed.
- E. Develop and present phasing plans and schedules (i.e. phase areas, shift work, weekends, school holiday periods, etc.).
- F. Provide a detailed construction schedule including design milestones and critical path method management for City review. Update the schedule at least monthly and track progress of the Pre-Construction period. Include planning for all anticipated phasing, including any use of shift work.
- G. Attend all meetings, providing technical support, of the Architect, City and Office of School Construction Grants and confer with all other public and private agencies involved in or connected with the project.
- H. Make recommendations concerning construction feasibility, availability of labor and materials, and the time required for installations and construction of the project.
- I. Establish site utilization, site security and safety plans.
- J. Attend and provide minutes of scheduled progress meetings with the City and Design Team to ensure the project is progressing smoothly and according to the established plan. Advise the City as to any possible delays and cost variance.
- K. Provide bi-weekly forecasts to determine if any critical item will cause a problem to the extent that the project will experience a delay or significant cost impact.
- L. Implement a process that ensures quality and cost control for construction documents and on-site construction, defines roles and responsibilities, suggests methods for preventing and resolving disputes and delays, efficiently processes change orders, and ensures that all personnel perform in accordance with all OSHA and other safety standards.
- M. CM and the architect shall incorporate requirements for State High Performance Building Standards (HPBS) and commissioning in trade contractor bid packages.

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### **1.4 SCOPE OF SERVICES FOR BIDDING**

- A. Develop bid packages to assure optimal trade efficiencies and reduce contract layer mark-ups, and develop contracts for award in conjunction with the City of Norwalk Purchasing Department and the Design Team.
- B. Incorporate City and funding agency(ies) applicable requirements and regulations into bid documents, including but not limited to compliance with prevailing wage regulations, local hiring ordinances, Commission on Human Rights and Opportunities (CHRO) regulations, etc....
- C. Provide lists of qualified bidders for trade sub-contractors and suppliers, determine the best methods and means of packaging the various trades for bidding purposes, assist in the selection of specialty consultants, conduct pre-bid conferences, and actively seek and solicit bids from a wide variety of trades contractors in order to ensure that an adequate pool of competitive bids are obtained and that the requirements of CHRO are being met.
- D. Provide Bid Advertisement, Pre-bid meetings, walkthroughs. Handle all bidder questions.
- E. Analyze all bids, and prepare written analysis and comparisons. Review all required bid bonds, payment and performance bonds, and insurance certificates.
- F. Evaluate all bid proposals to determine and recommend the lowest responsible bidder. Conduct scope review meetings with the apparent low bidders to verify project scope and costs.
- G. Assure that required competitive labor rates and unit pricing are solicited during the bid process to assist the Architect and the City in determining fair pricing of change orders.
- H. Based on the trade costs, agreed upon CM fees, General Conditions, pass through allowances and Contingency, Construction Manager shall develop a Guaranteed Maximum Price (GMP) to be submitted to the City for approval, which will then be incorporated as an Amendment to the Construction Management Agreement.

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### **1.5 SCOPE OF SERVICES – CONSTRUCTION**

- A. Develop a comprehensive cost control and reporting system related to the value of the trade-contractor bid packages and all costs within the GMP.
- B. Provide document handling and coordination (i.e. RFI's, Submittals, Change Orders)
- C. Work with the Architect, to establish a thorough and efficient RFI and Submittal Process.
- D. Provide onsite Project Engineering, Safety Control, Schedule Control, General Conditions and Change/ Contract Administration in accordance with the project requirements.
- E. The City shall perform the FF&E purchasing. The CM shall assist, coordinate, and supervise the deliveries, and installations of all FF&E purchased.
- F. Provide Punch List Administration and Turnover process.
- G. Establish management procedures, including progress reports, contracts, safety plans, insurance status, wage rate verifications, CHRO compliance, invoicing and disbursements.
- H. Develop cash flow schedules for the duration of the project.
- I. Monitor compliance with safety and security plans established for the project.
- J. Assist in the resolution of all labor disputes and shortages affecting the project.
- K. Supervise, direct, and provide coordination of all contracts and subcontracts to maintain progress of the work.
- L. Provide field supervision, inspections and testing, to assure that all work is in conformance to the contract documents.
- M. Provide Independent Material Testing and Lab Services and Inspections for the project. This shall include but not be limited to testing and inspection services for concrete work, steel work, fireproofing, masonry, soil, etc. CM to solicit at least three competitive proposals from qualified firms. Evaluate all proposals to determine and recommend the lowest responsible firm.
- N. Prepare Monthly reports for the City and the Architect providing the following minimum information:
  - 1. Current cost report including estimates to complete for each budgeted item, including status of all allowances and contingencies.
  - 2. All current and pending change orders.
  - 3. A CPM schedule update including narrative detailing progress and/or delays that might affect the overall project schedule. Include corrective plans and actions taken regarding any project delays.

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- O. Attend all meetings of the Building Advisory Committee and participate in NFCC meetings as required.
- P. Assume overall responsibility for managing, supervising, coordinating, and maintaining quality control over all aspects of construction.
- Q. Perform new construction in accordance with the State of CT requirements regarding “Indoor Air Quality Guidelines for Occupied Buildings under Construction”.
- R. Obtain all required permits. City will make direct payment for permit costs.
- S. Maintain full-time, on-site experienced personnel required for the administration of all contracts and the execution of the work.
- T. Program and plan the work in advance of actual construction operations to ensure that trade contractors are utilized to their fullest extent.
- U. Inspect the work daily to ensure City’s objectives are being met in accordance with the drawings, specifications, all other contract documents, and local laws.
- V. Coordinate the activities of utility companies and regulatory agencies.
- W. Prepare all change orders and other required construction-related information.
- X. Conduct and provide minutes of weekly progress meetings with the City, project manager, architects and engineers to ensure all matters of construction are being considered.
- Y. Conduct regular safety meetings.
- Z. Maintain daily coordination with the designated City’s representative of all change orders, and assist in the resolution of disputes and delays. The CM shall make every effort to minimize the need for and scope of change orders and obtain the best pricing or multiple prices where applicable.
- AA. Prepare all applications for payment to be submitted to the City for approval. On a regular (monthly) basis, complete and submit budget control reports that outline cash flow, actual cost vs. budget, etc. Certified payrolls, or acknowledgement of receipt thereof, shall accompany each application for payment in accordance with applicable Labor Department regulations. CM shall maintain all certified payrolls and make them available for city and other entities for their review and inspection.
- BB. Provide closeout reports including guarantees, warranties, as-built drawings, maintenance and procedure manuals for new equipment, and provide sign-offs by proper authorities.
- CC. Identify and remedy any incomplete or non-conforming work. Obtain required approvals from State and local building officials to expedite the Certificate of Occupancy.
- DD. Receive and submit partial and final Waivers of Liens and Certified Payrolls from suppliers, contractors, subcontractors, and any other entity in connection with the project.

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- EE. Comply with all local codes and ordinances as to means and methods of construction.
- FF. Maintain required insurance and licenses on all sub-contractors and suppliers
- GG. Records retention policy. The following files (at a minimum) must be replicated (x2) with one set being provided to the City of Norwalk, and one set being provided to the Program Manager. CM's must provide a written description of their file organization procedure, including a table of contents.
1. Purchasing files.
  2. Accounting files. (Files to include all insurances and bonds. Requisition copies to be limited to cover sheets without backup.)
  3. Scheduling files.
  4. Estimating files.
  5. Final As-Builts
  6. All approved submittals/shop drawings. (Not including material samples)
  7. Record set of the contract drawings
  8. Safety files.
  9. Final Change Orders (including interim CCA's).
  10. Test & Inspection Reports
  11. Permit and Certificate of Occupancy files
  12. Engineering Logs (RFI's, submittals, etc)
  13. A/E Inspection Reports
  14. Punchlist / Benchmark / Mock Up info
  15. CM Superintendent Reports
  16. Meeting Minutes
  17. CM Monthly Reports and Final Report
  18. Certified Payrolls
- HH. Collect all certified payrolls and submit to the City for record keeping as part of the requisition for payment process.
- II. Provide all necessary staff support to complete all incomplete or unresolved project closeout items. Note: release of final payments shall not release the CM from responsibilities relating to any incomplete or unresolved work and or issues.
- JJ. Provide technical and staff support for project closeout with Office of School Construction Grants.
- KK. Develop and track completion of punch-list items
- LL. Track and document for the owner eligible vs. ineligible costs as it relates to state reimbursement requirements for the purposes of managing the various phases of design, construction and close-out.

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### **1.6 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 in its best interest. All proposals will remain property of the City.

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

1. Title Page. This should include your company name, address, telephone and Fax numbers, email addresses, and proposed project representative.
2. Executive Summary: (no more than 1 page) Provide a brief history of your firm and outline similar current or completed projects. Identify key qualities or services provided that distinguishes your firm from other Construction Managers.
3. Organization and Staffing: (no more than 1 page, not including resumes) Discuss your company organization, along with your proposed project team organization. Include resumes of all key project team members.
  - a. Provide an organizational chart for the firm and the staff for this project, including any consultants.
  - b. Include previous assignment information such as title, length of time on job, references and contract information. Provide a brief description of projects similar to this in which the key personnel have worked together as a team. The City reserves the right to interview and select key staff members for this project. Estimate the percent of time you will have each staff member working on the assigned project.
  - c. List the Principal of the firm who will be responsible for the project.
4. List the name and address of any consulting firm(s) or sub-consultants to the CM that may be used on this project, with a brief description of qualifications and your association with them.
5. Pre-construction: Briefly describe (no more than 2 pages) how your firm would interact under this phase of the project.
  - a. List any additional services not noted in the preceding Scope of Services.
  - b. Explain how and when the preliminary budget is developed into revised budgets that represent contractor prices, award, and possible change orders.
  - c. Describe methods for notifying the City of changes to budget and schedule.
  - d. Describe bidding procedures, including the selection of qualified bidders and your plan for soliciting M/WBE contractors in accordance with CHRO requirements).
  - e. Describe award procedures and negotiations with subcontractors and suppliers.
  - f. Describe procedure for dispute resolution.



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6. Construction: Briefly describe (no more than 2 pages) how your firm would control this phase of the project.
  - a. List any additional services not noted in the preceding Scope of Services.
  - b. Describe your firm's approach and plan of operation to accomplish the project schedule and control the cost of the work.
  - c. Describe your process for change order analysis, management and approval.
  - d. Describe payment to subcontractors and suppliers, and requisitions to City.
  - e. Describe your quality control procedures.
  - f. Describe how shop drawings and submittals are reviewed for compliance to plans and specifications as well as code and regulatory requirements.
  - g. Describe your post-construction procedures (punch-list, warranties, etc.)
7. Respondents are required to submit along with their proposal, a Conceptual Construction Schedule for the proposed project. The schedule shall include, but not be limited to: design phase milestones, proposed overall logistics plan, construction activities, etc. The construction is anticipated to commence early spring, 2019 and is targeted for substantial completion Summer, 2020. Identify procedures and methodology CM will use to isolate construction activities from occupants and being able to maintain the building in full operation.
8. Forms: Bidder's Information and Acknowledgement Form, RFP Response Forms, including pricing sheet, Addenda Acknowledgment form, Certificate of Insurance and Exceptions Form (if any).

### **1.7 CRITERIA FOR EVALUATING PROPOSAL SUBMISSIONS**

The City of Norwalk will be responsible for reviewing the proposal submissions and will evaluate them using the following criteria. Such evaluations shall be based on qualifications with proposed fee representing one aspect of the overall qualification criteria.

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 this criteria if it determines that to do so would be in its best interests.

1. Company and project team members' qualifications and successful experience with construction management of public school construction projects of similar size and scope as these projects.
2. Total years in business, financial stability, and bonding capacity of the firm. Provide a letter from your bonding company attesting to Firm's bonding capacities.
3. Significant experience with Office of School Construction Grants (OSCG) rules for construction grants and reimbursement of eligible construction costs as they pertain to managing public school construction projects.
4. Quality of references from previous public school district clients and design firms.
5. Extent of services offered, and depth and extent of overall resources that can be put to use to ensure the success of the project.
6. On-time completion of previous public school projects.
7. Change order cost control process, and demonstrated experience and commitment in assuring fair and reasonable trade contractor pricing for work authorized by change order.

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8. Significant experience with construction of public school facilities adjacent to other public programs structures, use of phasing, and off shift work experience to minimize impact to the students, staffs, and learning environment.
9. Significant experience performing public school projects using the CM as Constructor (or at-risk) delivery model.
10. Safety track record (provide the company's current EMR).
11. Knowledge of and experience with the State of Connecticut's requirements regarding "Indoor Air Quality Guidelines for Occupied Buildings under Construction".
12. Demonstrated ability to manage the preconstruction process; to produce in-house estimates that accurately reflect the current market conditions, provide comprehensive constructability reviews, provide value engineering services, and to provide bid package preparation to provide a comprehensive and economical purchasing approach to the project.
13. Demonstrated ability to provide and maintain strict quality control procedures.
14. Fee Structure, General Conditions, contingency percentage, and reimbursable expenses.
15. Commitment of the CM to provide the staff members proposed, and maintain them for the duration of the project.

**1.8 SAMPLE CONTRACT**

*“The following document is the City’s standard construction management 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, AS OWNER  
AND**

\_\_\_\_\_, **AS CONSTRUCTION MANAGER**  
**FOR** \_\_\_\_\_

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF NORWALK**, (the CITY), acting herein by \_\_\_\_\_, its Mayor, duly authorized, and \_\_\_\_\_, a corporation, authorized and licensed to do business in the State of \_\_\_\_\_, having a principal place of business at \_\_\_\_\_, acting herein by \_\_\_\_\_, its \_\_\_\_\_, duly authorized (the CONSTRUCTION MANAGER).

**W I T N E S S E T H:**

WHEREAS, the CITY in conjunction with the \_\_\_\_\_ plan to undertake the \_\_\_\_\_ (hereinafter the Project), the scope of which is set out in the Contract Documents as defined herein.

WHEREAS, the CITY desires to \_\_\_\_\_;

WHEREAS, the CITY is also in need of professional construction management services in connection with the construction of the Project; and

WHEREAS, the CITY desires to retain the services of the CONSTRUCTION MANAGER based on the CONSTRUCTION MANAGER's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project; and

WHEREAS, the CONSTRUCTION MANAGER hereby agrees to serve as the CITY's construction manager on the Project based on the terms and conditions set forth in this Agreement, to furnish its

reasonable skill and judgment to further the interests of the CITY, to work on behalf of the CITY and in cooperation with the CITY's representatives and the Architect as a team in an effort to successfully complete the Project in a timely and efficient manner according to the Contract Documents and to consult with and advise the CITY throughout the performance of the Project relative to the services to be performed hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**DEFINITIONS:**

For purposes of this Agreement the following definitions shall apply:

1. **Architect:** The Architect is \_\_\_\_\_, which was hired under a separate contract in connection with the Project.

2. **Contract Documents:** The Contract Documents shall include all those documents related to this Agreement and which set out the scope of and all specifications and technical requirements for the Project, as described in detail in Article 4 hereof.

3. **Guaranteed Maximum Price:** The maximum cost of constructing the Project, as guaranteed by the CONSTRUCTION MANAGER. This cost shall include all Costs of the Work, the General Conditions, the Contingency Fund and the CONSTRUCTION MANAGER's fee including, but not limited, to materials, supplies, labor, equipment and special services needed for the completed construction of the Project and required by the Contract Documents (hereinafter the GMP).

4. **The Project:** All construction work to be performed and materials to be provided for the planned alterations to the \_\_\_\_\_, according to the final, approved plans and specifications for the same.

5. **Site:** The locations of the \_\_\_\_\_, where the Work on the Project will be performed including the \_\_\_\_\_, as depicted on the Contract Documents.

6. **Work:** The Work includes all of the construction, labor, equipment, materials and all operations required for the proper performance of the Project as such Project is described

and set out in the Contract Documents.

**ARTICLE 1     ENGAGEMENT OF CONSTRUCTION MANAGER**

A. Based on the representations of the CONSTRUCTION MANAGER set out in its Proposals dated \_\_\_\_\_, and \_\_\_\_\_, which documents are attached hereto, incorporated herein, and designated as **Exhibits C-1 and C-2** respectively, the CITY hereby retains the CONSTRUCTION MANAGER to perform the services set forth herein in accordance with the terms and conditions and for the consideration set out in this Agreement. Such services will be performed in order to meet the requirements and needs of the CITY and in compliance with all applicable requirements of the State of Connecticut Department of Education Office of School Facilities (OSF).

The scope of the Project and the CITY's requirements for the CONSTRUCTION MANAGER's services are generally described in the CITY's Request for Qualifications # \_\_\_\_\_ dated \_\_\_\_\_ and Request For Proposals, # \_\_\_\_\_, dated \_\_\_\_\_; and Addenda 1 and 2 thereto which are attached hereto and incorporated herein as **Exhibits A, B, and B-1** respectively.

Exhibits to this Agreement shall be construed as supplementing each other and the description of services set out herein, with the most recent documents controlling in the event of a conflict among them. If a conflict exists between this Agreement and any of the Exhibits, the terms and conditions of this Agreement shall govern.

B. The person(s) responsible for the services to be performed by the CONSTRUCTION MANAGER hereunder shall be \_\_\_\_\_, its \_\_\_\_\_, and \_\_\_\_\_, its Project Manager.

C. The Norwalk Facilities Construction Commission (NFCC) will oversee the Project and administer this Agreement on behalf of the CITY and the \_\_\_\_\_. \_\_\_\_\_, the NFCC Coordinator, and \_\_\_\_\_ on behalf of the CITY's Program Manager, \_\_\_\_\_, will act on behalf of the NFCC in connection with the Project. Hereinafter, references to the Director shall mean \_\_\_\_\_ and/or the Program Manager, as may be appropriate. The Director shall have authority to represent the CITY with respect to matters requiring the CITY's approval and authorization related to the Project and concerning estimates and schedules, construction

expenses within the approved Budget for the Project and changes in the Work that do not redefine the approved Scope of Work or approved plans for the Project. The Construction Manager acknowledges the limitation of the Director's authority as set by the City of Norwalk Charter and ordinances, including specifically the budgetary limitations set for the Project as established by the Norwalk Common Council and the limitations set by other approval bodies involved in the oversight and administration of the Project.

The CONSTRUCTION MANAGER understands and acknowledges that a portion of the funding for the Project is to be provided by the OSF. Accordingly, the CONSTRUCTION MANAGER acknowledges its responsibility to cooperate with and to assist the CITY in its efforts to comply with all applicable regulations, rules and requirements of the OSF.

#### Relationship of Parties.

1. The CONSTRUCTION MANAGER accepts the relationship of trust and confidence established with the CITY by this Agreement, and covenants with the CITY to perform its services in cooperation with the Architect, the NFCC and the OSF in order to further the Project and the interests of the CITY. The parties shall work together to promote harmony and cooperation among the CITY, the Architect, and the CONSTRUCTION MANAGER and all other persons or entities employed in connection with the Project such as all representatives of all allied disciplines including, but not limited to, consultants, governmental personnel and officials and all others providing goods or services for the Project and facilities related to the Project.

2. The parties understand and agree that the CONSTRUCTION MANAGER is retained solely for the purposes of the Project described herein and only to the extent set forth in this Agreement. The CONSTRUCTION MANAGER'S relationship to the CITY and any of its representatives and agencies shall, during the period(s) of this Agreement, be that of an independent contractor.

### **ARTICLE 2     SERVICES TO BE PERFORMED**

#### **A.     CONSTRUCTION MANAGER'S Responsibilities**

##### Basic Services

1. The services to be performed by the CONSTRUCTION MANAGER

under this Agreement shall generally include Pre-Construction Services, Bidding Phase Services, and Construction Phase Services all as described in the Scope of Services listed in Sections 1.3 through and including 1.5 of **Exhibits B** and **B-1** and **Exhibits C-1** and **C-2**.

2. The CONSTRUCTION MANAGER will provide to the CITY a Guaranteed Maximum Price (GMP) which identifies the costs of the Project. It shall also provide a schedule of values for the Project and will develop a system of cost controls for the Work. This includes implementing necessary controls to assure that the Project remains on schedule and within budget, regular monitoring of actual costs and performance times for activities in progress and preparing estimates for uncompleted tasks and proposed changes. The CONSTRUCTION MANAGER shall identify variances between actual and estimated or proposed costs and performance schedules and provide an explanatory report on such to the CITY according to a schedule agreed to by the parties.

3. The CONSTRUCTION MANAGER shall prepare a construction schedule and a phasing plan for the Project in cooperation with the Architect. The Project construction schedule will be computer-generated and will identify the critical path and major milestones for the Project including the CITY's occupancy requirements, so that the progress of the Work can be individually identified and tracked throughout the construction phase of the Project. The CONSTRUCTION MANAGER shall provide regularly monthly updates and revise the Project's construction schedule with each Monthly Application for Payment to show current conditions. A current construction schedule is a condition precedent to each payment of a periodic requisition to the CONSTRUCTION MANAGER. If an update indicates that the previously approved Project construction schedule or phasing plan may not be met, the CONSTRUCTION MANAGER shall recommend corrective action to the CITY and Architect. The Project construction schedule shall be prepared and organized so as to reasonably minimize the impact of construction activity on the ongoing use of the Site.

4. The CONSTRUCTION MANAGER shall record the progress of the Project and shall submit with each Monthly Application for Payment, a written progress report including information on each Contractor and each Trade Contractor's Work, as well as the

Project as a whole, and showing percentages of completion of the Work. The CONSTRUCTION MANAGER shall keep a daily log containing a record of weather, each Trade Contractor's Work on

the Site, number of workers and the hours worked (including times), identification of equipment, Work accomplished, problems encountered, change order logs, procurement schedules, shop drawing logs, and other similar, relevant data as the CITY may require.

5. The CONSTRUCTION MANAGER shall obtain open, competitive bids from Trade Contractors and Subcontractors and from suppliers of materials and equipment as needed for the Work in accordance with all applicable CITY and the OSF bidding procedures, requirements, laws and regulations, and incorporating bid documents provided by the CITY's Purchasing Department. It is the responsibility of the CONSTRUCTION MANAGER to prepare and package all Trade Contractor's bid documents. These documents shall include, but not be limited to, architectural drawings and specifications, a Phasing Plan, a Safety Plan, all state and local bid requirements and state prevailing wage rates. Draft bid documents will be provided by the CITY and will include all contractual terms and other requirements that must be included within the Trade Contract documents and which govern the hiring of labor and purchasing of materials in connection with the Work. The CONSTRUCTION MANAGER is responsible for supplementing the bidding documents, and making any and all necessary revisions in order for such documents to be appropriate in form and content for public bidding purposes.

After analyzing such bids, the CONSTRUCTION MANAGER shall deliver all of the bids to the CITY and Architect. The CONSTRUCTION MANAGER will then determine, with the reasonable advice of the CITY and the Architect, which bids will be accepted for the Project as being the lowest, responsive and responsible bid. The CONSTRUCTION MANAGER shall not be required to contract with anyone to whom the CONSTRUCTION MANAGER reasonably objects.

6. The CONSTRUCTION MANAGER shall contract directly with and coordinate all Trade Contractors and Trade Subcontractors as well as material and equipment suppliers involved in the Work.

7. The CONSTRUCTION MANAGER shall manage the Work so that the Project conforms to the plans and specifications identified for the Project and is completed within the required time periods according to the Contract Documents.

8. The CONSTRUCTION MANAGER shall schedule and conduct regular, weekly meetings to provide an opportunity for



representatives of the CITY, the Architect, CONSTRUCTION MANAGER and appropriate Trade Contractors and Subcontractors can discuss the status of the Work. The CONSTRUCTION MANAGER shall, by the next business day, prepare and promptly distribute meeting minutes to all in attendance. The CONSTRUCTION MANAGER shall further document the progress of the Work by maintaining digital photographs at regular monthly intervals and more frequently if needed to document critical events or milestones in the Project.

9. In collaboration with the Architect, the CONSTRUCTION MANAGER shall establish and implement procedures for expediting the processing and the Architect's approval of Shop Drawings, Product Data, Samples and other submittals. The CONSTRUCTION MANAGER shall review all Shop Drawings, Product Data, Samples and other submittals from the Trade Contractors, coordinate all such documents and information with information contained in related documents and transmit the same with its recommendations to the Architect for its review. The CONSTRUCTION MANAGER shall act with reasonable promptness so as not to delay the Work or related activities of the CITY.

10. The CONSTRUCTION MANAGER shall be responsible for the removal and remediation of hazardous material and/or conditions that may exist at the Project Site in accordance with the plans and specifications prepared by the CITY's consultants. The CONSTRUCTION MANAGER shall contract for and manage all needed services for the proper removal, encapsulation, transportation and disposal of all hazardous materials and/or conditions existing at the Site including, without limitation, any asbestos-related products and materials, in compliance with all applicable regulations, standards, laws and requirements of all agencies having jurisdiction over the same.

11. The CONSTRUCTION MANAGER shall maintain (and require its Contractors and Subcontractors to maintain) accurate and complete records related to the Project, including documentation of all charges, claims and demands for compensation and any claims arising out of an alleged breach of this Agreement, the basis therefor and the amount and source of all payments and other consideration ultimately recovered, as well as all reports and records that may be requested by the OSF. All such records shall be maintained by the CONSTRUCTION MANAGER for a period of no less than six (6) years from the date of final payment to the CONSTRUCTION MANAGER hereunder. The CONSTRUCTION MANAGER shall allow the CITY and its respective representatives to examine, review and audit any records, books, or other documents of the CONSTRUCTION MANAGER and its Contractors, Subcontractors and

Consultants shall furnish copies thereof when requested, and shall make provision for such in every contract executed for the Work. Any additional copies of such documents or records will be paid for by the party requesting the same.

12. In addition to the foregoing, the CONSTRUCTION MANAGER shall perform all other reasonably related services necessary for the completion of the Project in accordance with the Contract Documents including the completion dates and the Guaranteed Maximum Price stated herein, in order to ensure that the Project is completed in the soundest, most efficient, expeditious and cost effective manner possible.

13. The CONSTRUCTION MANAGER shall not perform any Trade Contract Work in connection with the Project except with the specific, prior written authorization of the Director.

14. The duties, responsibilities and limitations of authority of the CONSTRUCTION MANAGER as set forth in the Contract Documents shall not be restricted, modified or extended without the written consent of the CITY and the CONSTRUCTION MANAGER.

15. The CONSTRUCTION MANAGER shall be available to meet with the Director or his representatives, the NFCC and with any other agencies, departments, commissions or officials of the CITY as appropriate with regard to the services performed hereunder in connection with the Project.

#### B. Staffing

The CONSTRUCTION MANAGER understands that time is of the essence in terms of the final completion of the Project. It agrees to provide sufficient, experienced staff and forces to meet whatever schedule may be necessary to perform the Work in the most expeditious, economical and professional manner and to complete the Project on time and in conformity with the Contract Documents. This shall include working off-hours, weekends and evenings as may be necessary at no additional cost to the CITY to the extent that the need for working such off-hours, weekends and/or evenings is not due to any delays caused by the acts or omissions of the CITY, or its representatives. In the latter case, the CONSTRUCTION MANAGER shall be compensated for its overtime and premium costs as may be due to the CITY's fault. If the CITY has a reasonable objection to the performance of any of CONSTRUCTION MANAGER's personnel, such personnel shall be promptly replaced by CONSTRUCTION MANAGER, to CITY's reasonable

satisfaction.

C. Professional Services

1. The Construction Manager shall not be required to provide professional services which constitute the practice of professional architecture or engineering, unless such services are specifically required by the Contract Documents for a portion of the Work or unless the CONSTRUCTION MANAGER has specifically agreed in writing to provide such services. In such event, the CONSTRUCTION MANAGER shall cause such services to be performed by appropriately licensed professionals in accordance with all applicable standards and requirements.

2. The CONSTRUCTION MANAGER, however, must take reasonable care to evaluate the consistency between and among the Contract Documents, in particular, the design documents including Plans and Specifications for the Project. In the event that it discovers a design deficiency or inconsistency within or among the various Project documents (Contract Documents), or should, in the exercise of reasonable care, discover such, the CONSTRUCTION MANAGER shall be responsible for advising the appropriate professional of the same, and, pending appropriate guidance, the CONSTRUCTION MANAGER shall not take any action or permit any Contractor or Subcontractor to take any action that would exacerbate or otherwise enhance any damage relating to or arising from any such deficiency/or inconsistency.

D. Safety

1. The CONSTRUCTION MANAGER shall be responsible for construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work, shall be responsible for making the CITY aware of any failure to follow and/or enforce the established precautions and/or programs and recommending appropriate actions to deal with and minimize any damages arising out of the same.

2. The CONSTRUCTION MANAGER acknowledges that the Site and any designated, off-site staging area are situated in an urban area or school grounds extensively used by the public. Therefore, CONSTRUCTION MANAGER shall establish an appropriate overall safety program for the Project in a format acceptable to the CITY which takes into account the safety requirements imposed by such locations and shall be incorporated by reference into all Trade Contracts and Subcontract Agreements.

CONSTRUCTION MANAGER shall also review the safety programs developed by each of the Trade Contractors for the purpose of coordinating each such safety program with the Project's overall safety program. The CONSTRUCTION MANAGER's responsibilities shall include monitoring the Site to determine the existence of any safety violations or deficiencies and taking all reasonable actions needed to remedy any such deficiencies or violations as soon as practical. The safety programs shall address the safety of all workers, visitors and users of the Site and any off-site staging area impacted by the Work. The CONSTRUCTION MANAGER shall immediately advise the CITY and any Trade Contractor in writing of any safety violation that it observes and shall direct any responsible party to correct any violation or failure within a reasonable timeframe. If such party does not correct the violation satisfactorily within the time allotted, the CONSTRUCTION MANAGER shall take any necessary action to correct the violation or to have others correct the violation and to stop the Work if it is reasonably necessary to do so to preserve and maintain safety. The CONSTRUCTION MANAGER shall respond to the CITY's safety concerns by taking prompt corrective action as may be reasonably necessary under the circumstances.

#### E. Hazardous Materials

The CITY shall be responsible for obtaining the services of a licensed laboratory to verify the presence or absence of hazardous materials at the Site, and to prepare plans and specifications detailing the required removal and remediation of the same. The CONSTRUCTION MANAGER shall be responsible for the removal of the identified hazardous materials, substances and conditions including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl and other toxic substances regulated by any governmental agency. The CONSTRUCTION MANAGER's work in connection with the remediation of hazardous materials identified in the plans and specifications provided by the CITY is within the established scope of the Work for the Project and as such, is included within the GMP and Project Schedule.

In the event the CONSTRUCTION MANAGER discovers any hazardous material, condition or substance of any kind regulated by any governmental agency at the Site, which is not indicated on the plans and specifications provided by the CITY, the CONSTRUCTION MANAGER shall promptly advise the CITY and any other governmental agency regulating the same in writing, of the material, substance or condition found, and shall at an additional cost to the CITY undertake all necessary and required

steps to remediate the same in compliance with all applicable, laws, regulations, rules and standards in accordance with the terms of Article 11 hereof.

Upon completion of its remediation Work, the CONSTRUCTION MANAGER shall verify that it has rendered the material, substance or condition harmless in compliance with all applicable, current laws and regulations governing the same.

### **ARTICLE 3      CITY'S RESPONSIBILITIES**

The CITY shall provide to CONSTRUCTION MANAGER, in a timely manner, a complete set of construction documents prepared by the professionals engaged in connection with the design of the Project and identified above and setting out the requirements of the Project.

### **ARTICLE 4      DOCUMENTS FORMING THE CONTRACT**

The Contract Documents shall be deemed to include the CITY's Request for Qualifications dated \_\_\_\_\_, **Exhibit A**; The CITY's Request for Proposals Project #\_\_\_\_\_, dated \_\_\_\_\_, **Exhibit B**; and Addenda Numbers 1 and 2, collectively, **Exhibit B-1**; the CONSTRUCTION MANAGER's proposals dated \_\_\_\_\_ and \_\_\_\_\_; **Exhibits C-1 and C-2**; this written document and all Exhibits and amendments hereto, including all bonds and insurance certificates; general and technical specifications, the Project plans, drawings and specifications and Special Conditions and Addenda, which documents will be incorporated herein once approved by the CITY; State Labor Department prevailing wage rates (if applicable); and all provisions required by law to be inserted in this Agreement, whether or not physically inserted.

This Agreement will supersede any agreement or contract form, or any writings or documents not incorporated herein by specific reference. This Agreement, together with the other Contract Documents, are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Agreement conflicts with any provision of the other Contract Documents, this Agreement shall govern.

### **ARTICLE 5      EXAMINATION OF DOCUMENTS AND SITE**

The CONSTRUCTION MANAGER confirms that, for the purpose of preparing the GMP, it has carefully examined all the Contract

Documents and the Site, as well as its surrounding territory and in so doing has evaluated the conditions and difficulties under which the Project is to be performed.

In addition, the CONSTRUCTION MANAGER agrees that, prior to starting any part of the Work, it shall carefully study and compare the various drawings, plans and other Contract Documents relative to each portion of the Work, existing Site and building conditions, Project cost estimates, Preliminary phasing plan, draft trade bid packages, draft Safety Plan and Preliminary Schedule of the Work in order to facilitate construction of the Project.

If, during the performance of the Work, CONSTRUCTION MANAGER encounters site conditions differing from the conditions set forth in the Contract Documents, and the above-listed information provided by the CITY, notice thereof shall be given promptly to the CITY and in no event any later than fifteen (15) days from the date the CONSTRUCTION MANAGER knew or should have known of such conditions. If either party believes that such differing conditions require a change in the Scope of the Project, the parties shall either agree to an increase or decrease in the GMP and/or the Project schedule pursuant to Article 11 hereof or they shall proceed in accordance with the provisions of Article 11.

As a result of the CONSTRUCTION MANAGER's careful examination of the Site, and its surrounding territory in order to evaluate conditions not detailed, described, illustrated or represented in the Contract Documents or the above-listed additional information provided by the CITY, the CONSTRUCTION MANAGER has fully informed itself regarding existing conditions, both natural and manmade as well as all such above grade and at grade conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal, railroad and public service corporations on or over the Site. Therefore, as to Site conditions at or above grade which were not described, detailed, illustrated or represented in the Contract Documents or other information provided by the CITY, but were/are discernable/identifiable by a reasonable Site investigation, the CONSTRUCTION MANAGER will make no claim against the CITY for costs, damages, delays or changes resulting therefrom.

As to Site conditions below grade, or conditions concealed from

view in existing buildings CONSTRUCTION MANAGER has taken no borings nor made any tests, examinations or investigations, but instead has relied on the Contract Documents and above listed other information provided by the CITY.

**ARTICLE 6      GUARANTEED MAXIMUM PRICE**

A. The parties have agreed that a Guaranteed Maximum Price (GMP) for the completion of the Project in accordance with the Contract Documents shall be established individually for each School Site based on the sum of (1) the Cost of the Work as defined herein, (2) the CONSTRUCTION MANAGER's Fee, (3) the General Conditions, and (4) the Construction Contingency Fund. The CONSTRUCTION MANAGER will prepare a written GMP statement for each Site for submission to and approval by the NFCC and the Norwalk Common Council following the receipt of all Trade Contractors' bids. The GMP statement shall be attached as an Exhibit to this Agreement (hereinafter the GMP Statement). The written GMP statement shall include an itemized statement showing how it was calculated and shall incorporate the following:

1. A list of the Drawings and Specifications, including all addenda thereto and all other data which was used in preparation of the Guaranteed Maximum Price proposal.

2. A list of allowances (if any) and a statement of the basis of each.

3. A list of the clarifications and assumptions made by the CONSTRUCTION MANAGER in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.

4. The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the fee that comprise the Guaranteed Maximum Price.

5. The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

6. A copy of the CONSTRUCTION MANAGER's written Guaranteed Maximum Price Proposal, Evaluation and Recommendation.

The completed GMP statements and all attachments or other documents incorporated therein shall be incorporated into this Agreement upon acceptance by the NFCC.

Each Guaranteed Maximum Price may be modified to reflect Changes in the Scope of the Work which the NFCC may approve, pursuant to the terms of Article 11. In the event of any such Change, the CITY and the CONSTRUCTION MANAGER shall negotiate a fair and reasonable adjustment to the GMP affected.

B. The CONSTRUCTION MANAGER acknowledges that it is responsible for the accuracy of the GMPs. Notwithstanding any error or inaccuracy in calculation of the GMPs, any and all amounts incurred in connection with the Project in excess of the Guaranteed Maximum Prices, as the same may be adjusted pursuant to the terms hereof, shall be the sole responsibility, liability and obligation of CONSTRUCTION MANAGER. It is understood and agreed that this limitation shall under no circumstances excuse CONSTRUCTION MANAGER from complying with its obligations and responsibilities to complete the Project according to the specifications of the Contract Documents.

**ARTICLE 7 COMPENSATION AND OTHER PAYMENTS TO CONSTRUCTION MANAGER**

A. Cost of the Work

A. Pre-Construction Compensation and Bidding Services Fee

1. The CITY shall compensate and make payments to the CONSTRUCTION MANAGER for Preconstruction Phase services for \_\_\_\_\_ in an amount not to exceed \_\_\_\_\_ **Dollars and No Cents (\$\_\_\_\_\_ .00)**. The total maximum payment hereunder for all preconstruction services and reimbursable expenses related to \_\_\_\_\_ shall not exceed \_\_\_\_\_ **Thousand Dollars and No Cents (\$\_\_\_\_\_ .00)**.

2. The CITY shall also reimburse the CONSTRUCTION MANAGER for direct costs incurred for document reproduction during the Preconstruction Phase of the Project. The maximum allowance amount that may be reimbursed hereunder is \_\_\_\_\_ **Dollars and No Cents (\$\_\_\_\_\_ .00)**.

B. The term "Cost of the Work" shall mean the total sum of all Trade Contracts held for the Work by the CONSTRUCTION MANAGER which amount shall include the Trade contractors' overhead and profit, the General Conditions, the Construction



Contingency Fund, insurance and bond premiums supplied by the Trade Contractors and Subcontractors as may be incorporated in their contracts, the costs of materials, supplies, rentals, and equipment incorporated into the completed Project, and costs of transporting and storing supplies according to the bid documents for the Trade Contracts. The CONSTRUCTION MANAGER shall use sums paid to it as a Cost of the Work solely for the purpose of performing the Work and constructing the Project according to the Contract Documents. The CONSTRUCTION MANAGER shall not include any amount for State or federal taxes related to any part of the Work which is tax exempt pursuant to applicable laws.

There may be allowances as set out in the GMP Statement. All unexpended amounts within any allowance item shall accrue directly to the CITY and shall not become part of the Construction Contingency Fund.

C. Construction Management Fee

The CITY will become responsible for payment of a Construction Management Fee representing the agreed-upon overhead and profit to the CONSTRUCTION MANAGER for the Construction Phase of the Project, as described herein, upon the establishment of the GMPs by an amendment to this Agreement in accordance with the terms of Article 6 hereof. This Construction Management Fee shall be 2.75 percent of the total Cost of the Work, defined in Paragraph A above and shall include the cost items (overhead) listed in **Exhibit C-1**. The fee shall be paid to the CONSTRUCTION MANAGER in regular, monthly installments commensurate with the progress of the Project, as agreed to by the CONSTRUCTION MANAGER and the CITY, with the value of such installments to be established upon the approval of the GMPs. In the event of change orders involving changes in the Scope of the Work, as described in Article 11 hereof, the Construction Management Fee shall be paid at the rate of the originally established Construction Management Fee for the Project. No Construction Management Fee shall be paid on any approved change orders for changes in the Scope of the Work totaling up to five percent (5%) of the total Cost of the Work in aggregate costs. In the event of approved change orders involving changes in the Scope of the Work in excess of five percent (5%) of the total Cost of the Work, the Construction Manager shall be paid the established Construction Management Fee. Such Fee will only be paid on approved change orders once the aggregate costs for changes in the Scope of the Work exceeds five percent (5%) of the total Cost of the Work.

#### D. General Conditions

The General Conditions are those items to be paid by the CITY as a component of the GMP, which are identified in **Exhibit C-1**, and include such other items as may be necessary for the performance of the Work by the CONSTRUCTION MANAGER according to the Contract Documents. The General Conditions shall be paid in regular, monthly installments based on the actual costs incurred in connection with the Project. The amount of the General Conditions shall be negotiated by the parties and a maximum payment established at the time the GMP is approved pursuant to Article 6 hereof.

Any equipment or other items purchased by the CONSTRUCTION MANAGER in connection with the Project shall be and become the property of the CITY and the CONSTRUCTION MANAGER shall forward to the CITY all documentation related to such including documentation evidencing ownership, any applicable insurance coverage, maintenance agreements, warranties or guarantees, operation manuals and product specifications.

#### E. Construction Contingency

The GMPs will include a Construction Contingency Fund in the amount of four percent (4%) of the Cost of the Work. This fund will be used exclusively by the CONSTRUCTION MANAGER in connection with the Project to cover costs which are properly reimbursable as Costs of the Work but do not result in a change in the Scope of the Project as described in Article 11. It is to be used for such Costs of the Work incurred due to unforeseen causes or details which were not anticipated by the CONSTRUCTION MANAGER at the time of the approval of the GMPs. Examples of such costs payable out of the Construction Contingency Fund include, but are not limited to: (1) refinement of details of the design within the scope of standards, quality and quantities which are reasonably inferable from the GMP documents; (2) the correction of minor defects not relating to design; (3) delays in receipt of materials not due to the fault of the CONSTRUCTION MANAGER; (4) labor and material overruns; (5) additional costs relating to Trade Contractor or Trade Subcontractor delays, defaults, or failure to perform, and provided any such default or failure is not due to the CONSTRUCTION MANAGER's actions or failure to act; (6) increased costs resulting from overtime costs, express shipping costs and other costs incurred in meeting the Project schedule; (7) increased costs resulting from contemplated requirements, e.g., traffic control, storm water control, and winter conditions; and (8) the failure of a

component of the Work to be assigned to a subcontractor.

The Construction Contingency Fund may also be applied to costs incurred for repairing and/or correcting damaged or nonconforming Work executed by the CONSTRUCTION MANAGER or the CONSTRUCTION MANAGER's Contractors, Subcontractors or suppliers, provided that such damage or nonconformity was not caused in any way by the negligence, willful or wanton act or omission of the CONSTRUCTION MANAGER or any of its employees, including its supervisory, administrative or managerial personnel, or Contractors in connection with the Project; or the failure of the CONSTRUCTION MANAGER's personnel to supervise adequately the Work of the Contractors, Subcontractors or suppliers, and only to the extent that the CONSTRUCTION MANAGER has exhausted all reasonable means to obtain the needed repair or correction or payment of the cost thereof from insurance, or the responsible Contractor(s), Subcontractor(s) or supplier(s).

The Construction Contingency Fund may be used to pay certain legal costs not related to or arising out of any disputes between the CITY and the CONSTRUCTION MANAGER, and not related to the CONSTRUCTION MANAGER's negligence, willful or wanton actions or omissions or any failure by the CONSTRUCTION MANAGER to fulfill any responsibility to the CITY or its Trade Contractors in connection with the Project. Such costs must be reasonably incurred by the CONSTRUCTION MANAGER in the performance of the Work and with the CITY's approval, which approval shall not be unreasonably withheld.

The CONSTRUCTION MANAGER may utilize the Construction Contingency and other portions of the GMPs for any items within the Cost of the Work or the General Conditions without resulting in any change in the Guaranteed Maximum Price only with the prior written approval of the CITY, acting by vote of the NFCC, which approval will not be unreasonably withheld. The CONSTRUCTION MANAGER shall be responsible for all costs in excess of the Guaranteed Maximum Price amount for each School Site. All unused amounts of the GMPs will accrue to the benefit of the CITY. Guaranteed Maximum Price savings include Contingency and line item savings. On a regular monthly basis the CONSTRUCTION MANAGER shall prepare and provide to the CITY a detailed, written statement indicating the amount of the Contingency available and each deduction taken or amount expended therefrom including a statement of the amount of each deduction or expense, the reason for each such expense and including an itemization of the individual costs/expenses incurred, with regard to each School Site.

No part of either the Cost of the Work nor the Construction Contingency shall be used to pay costs incurred for Work which the CONSTRUCTION MANAGER knew or in the exercise of due care should have known, did not comply with all applicable laws, ordinances, regulations and restrictions, standards or terms and requirements of the Contract Documents related to the Project.

F. Costs to be Reimbursed in Addition to the GMP

The CONSTRUCTION MANAGER shall be paid for costs in addition to the GMP, as set out and described in **Exhibit C-1** as "To Be Supplied By Owner". These items will be paid by the CITY at the actual cost to the CONSTRUCTION MANAGER with no additional mark-up or fee. The CONSTRUCTION MANAGER shall use all reasonable means to get the best price on all reimbursable items.

G. Discounts, Rebates and Refunds

Cash discounts obtained on payments made by the CONSTRUCTION MANAGER shall accrue to the CITY if (1) before making the payment, the CONSTRUCTION MANAGER included the full cost/payment in an Application for Payment and received payment therefor from the CITY, or (2) the CITY deposited funds with the CONSTRUCTION MANAGER to make such payments; otherwise, cash discounts shall accrue to the CONSTRUCTION MANAGER. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the CITY, and the CONSTRUCTION MANAGER shall make provisions for the CITY to secure the same. Such amounts which accrue to the CITY shall be credited to the CITY as a deduction from the Cost of the Work.

**ARTICLE 8      ACCOUNTING RECORDS AND METHOD OF PAYMENTS**

A. The CONSTRUCTION MANAGER shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management of the Project under this Agreement. The accounting and control systems shall be satisfactory to the CITY and the OSF and in compliance with the Connecticut State Single Audit Act (C.G.S. §4-230 - §4-236) and the regulations promulgated thereunder. The Project is subject to the requisition procedures and requirements imposed by the City of Norwalk ordinances and Charter, State Statutes and requirements, and any applicable OSF requirements. The CONSTRUCTION MANAGER agrees to cooperate with the CITY in complying with all such

procedures and requirements. The accountants working on behalf of the CITY and the OSF shall be afforded reasonable access to the CONSTRUCTION MANAGER's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project. The CONSTRUCTION MANAGER shall preserve all such data and records for a minimum period of six (6) years after final payment from the CITY hereunder, or for such longer period as may be required by law and shall require its Trade Contractors to do the same.

B. Payment Method

Payments to the CONSTRUCTION MANAGER under this Agreement shall be made by the CITY based upon Applications for Payment submitted to the Architect by the CONSTRUCTION MANAGER for review and certification by the Architect.

On a monthly basis the CONSTRUCTION MANAGER shall prepare an Application for Payment for services performed and expenses actually incurred and shall compile invoices from the Trade Contractors and suppliers for Work completed and materials put in place in the Project, including certified payrolls from each Trade Contractor and Subcontractor. With each such Application the CONSTRUCTION MANAGER and each supplier and Contractor or Subcontractor shall submit properly executed partial lien waivers using a form acceptable to the CITY as a condition precedent to CONSTRUCTION MANAGER's entitlement to each such monthly payment requisitioned by CONSTRUCTION MANAGER.

Each Application for Payment shall be based upon the approved schedule of values submitted by the CONSTRUCTION MANAGER in accordance with the Contract Documents. The schedule of values shall separately identify the CONSTRUCTION MANAGER's Fee, the Cost of the Work, the General Conditions, reimbursable items, and the Contingency. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and the CITY may reasonably require. Applications for Payment of amounts due on account of services rendered and expenses incurred shall be based on the expenses actually incurred during the month to which each Application relates and based on the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The CITY may, prior to making any payment under this Agreement, require the CONSTRUCTION MANAGER

to submit to it such additional information and/or documentation as it may reasonably deem necessary in an acceptable format and with such detail as may be reasonably required.

C. Retainage

Within thirty (30) days of CONSTRUCTION MANAGER's Applications For Payment, compliance by CONSTRUCTION MANAGER with the requirements hereof and certification by the Architect, the CITY shall make interim payments in the amount of such applications, provided, however, that, from the total amount of such applications, the CITY shall withhold a retainage as follows.

The retainage held by the CITY on all payments to the CONSTRUCTION MANAGER related to the Project until Substantial Completion of the Project shall be five percent (5%). Upon the Architect's certification that the Project is Substantially Complete, as defined in Article 10, paragraph A, hereof, the retainage may be reduced to two and one-half percent (2 1/2%), with the remaining two and one-half percent (2 1/2%) retainage being held by the CITY until the Architect certifies with the agreement of the CITY that the Project is finally complete and all warranties, guarantees and any other documentation as may be required, have been provided according to the terms hereof.

The CONSTRUCTION MANAGER shall promptly pay all amounts due each Trade Contractor, supplier and other persons upon receipt of payment therefor from the CITY. Except with the CITY's prior approval, the CONSTRUCTION MANAGER shall not make advance payments to suppliers for materials or equipment which have not been previously delivered to and stored at the Site.

**ARTICLE 9. FINAL PAYMENT**

A. Final payment shall be made by the CITY to the CONSTRUCTION MANAGER when (1) the Work on the Project has been fully performed by the CONSTRUCTION MANAGER except for the CONSTRUCTION MANAGER's responsibility to satisfy requirements, if any, which necessarily survive final payment; (2) the CONSTRUCTION MANAGER has prepared, certified and submitted to the Architect a Record Drawing set of documents which records all changes in the Work and which is certified by the CONSTRUCTION MANAGER as accurate along with a reproducible set of blueprints of the same; (3) a Final Application for Payment and a final accounting for the Cost of the Work have been submitted by the CONSTRUCTION MANAGER and reviewed and approved by the CITY's accountants and the Architect; (4) a

final Certificate for Payment and a Certificate of Substantial Completion have then been issued by the Architect; (5) confirmation from the OSF that all required documentation substantiating Project costs has been submitted in an acceptable format; and (6) the CONSTRUCTION MANAGER has provided all Project close-out documents to the satisfaction of the

Architect, including all manufacturer warranties and guarantees related to the Project.

B. The amount of the final payment shall be calculated as follows:

(i) Take the sum of the Cost of the Work substantiated by the CONSTRUCTION MANAGER's final accounting, Costs of General Conditions, the CONSTRUCTION MANAGER's Fee and total costs of approved Change Orders; but not more than the Guaranteed Maximum Price as it may have been adjusted according to the terms hereof.

(ii) Subtract amounts, if any, for incomplete or rejected Work or materials for which a third party is responsible to complete or correct.

(iii) Subtract the aggregate of previous payments made by the CITY to the CONSTRUCTION MANAGER.

If the aggregate of previous payments made by the CITY exceeds the amount due the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall reimburse the difference to the CITY.

C. The CITY will review and approve or disapprove of in writing, the CONSTRUCTION MANAGER's final accounting within thirty (30) days following receipt of all documentation regarding the same by the Director. If such final accounting is approved, the CITY will make final payment within thirty (30) days after approval of the same by the Architect provided that all conditions of Final Payment have been met.

D. If the CITY concludes that the Cost of the Work, as substantiated by the CONSTRUCTION MANAGER's final accounting, is less than the amount claimed by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER may make a written claim for the disputed amount and provide evidence for the same within thirty (30) days after the CONSTRUCTION MANAGER's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such claim within this 30-day period shall result in the amount

reported by the CITY becoming binding on the CONSTRUCTION MANAGER. Pending a final resolution of the disputed amount, the CITY shall pay the CONSTRUCTION MANAGER the amount certified in the Architect's final Certificate for Payment.

E. Except for the CONSTRUCTION MANAGER's Fee, the CONSTRUCTION MANAGER shall use the sums paid to it solely for the purpose of performing the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents. Upon request of the CITY, the CONSTRUCTION MANAGER shall furnish to the CITY a statement accounting for the disbursement of funds received from the CITY related to the Project. Such statement shall itemize all disbursements to Trade Contractors, Subcontractors and vendors shall properly account for all labor costs associated with its personnel for the Project and shall be accompanied by copies of Trade Contract and Subcontract payment vouchers, vendor's invoices, payrolls and other data substantiating actual expenditures. The statement shall identify all disbursements. No provision hereof shall be construed to require the CITY to ensure the proper disposition or application of the monies so advanced to the CONSTRUCTION MANAGER.

F. The acceptance by the CONSTRUCTION MANAGER, its successors or assigns, of full and final payment due on completion of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONSTRUCTION MANAGER, its successors or assigns have or may have against the CITY under the provisions of this Agreement except for claims previously made in writing and identified by the CONSTRUCTION MANAGER as unsettled at the time of CONSTRUCTION MANAGER's final Application for Payment.

**ARTICLE 10      COMPLETION TIME - DELAYS - EXTENSIONS**

A. Dates of Completion

The CONSTRUCTION MANAGER shall begin performance of its services herein described upon written instruction from the Director. The CONSTRUCTION MANAGER understands that time is of the essence in terms of the completion of the Project due to the fact that the Project impacts a public school building. Therefore, the CONSTRUCTION MANAGER shall diligently and continuously prosecute and coordinate the Work so as to expedite the progress and completion of the Project and so that the Project shall be Substantially Complete with a Certificate of Occupancy issued



for the Project by such date as is determined by the parties at the time the GMP is accepted and incorporated into a GMP Amendment pursuant to Article 6. The Project shall be finally and entirely completed with a final Certificate of Occupancy being issued for the entire Project and all outstanding Work and administrative requirements being finalized by such date as is agreed to by the parties in such GMP Amendment. For purposes of this requirement, a Temporary Certificate of Occupancy may be substituted for the required Certificate of Occupancy with respect to any portion of the Project so long as the conditions that must be satisfied before a Certificate of Occupancy may be issued are reasonably acceptable to the CITY and . Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Project can be occupied and utilized for its intended use.

**THE CONSTRUCTION MANAGER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE PROJECT.**

B. Excusable Delay/Extension of Time

(1) If the CONSTRUCTION MANAGER is delayed at any time in progress of the Work by the CITY or Architect, an employee or agent of either or of a separate Contractor employed by the CITY, by changes ordered in the scope of the Work by the CITY or by unforeseeable occurrences beyond the control and without the fault or negligence of the CONSTRUCTION MANAGER and which, by the exercise of reasonable diligence, the CONSTRUCTION MANAGER is unable to prevent or provide against, including labor disputes, acts of war (declared or undeclared), acts of terrorism, fire, unusually severe weather which could not reasonably be anticipated, unusual delay in deliveries not reasonably anticipatable, unavoidable casualties, or by other occurrences which the Architect, subject to the CITY's approval, determines may justify delay, then, provided that the CONSTRUCTION MANAGER is in compliance with this Agreement, the CONSTRUCTION MANAGER's sole and exclusive remedy other than the additional costs described in Paragraph B(2) below shall be the right to have the completion date extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Architect and approved by the CONSTRUCTION MANAGER and CITY (such approvals not to be unreasonably withheld, delayed, or conditioned). Provided, however, that such extension of time shall be net of any delays caused by or due to the fault or negligence of the CONSTRUCTION MANAGER, its Contractors or

Subcontractors, or which are otherwise the responsibility of the CONSTRUCTION MANAGER and shall also be net of any contingency or "float" time allowance included in the CONSTRUCTION MANAGER's construction schedule. The CONSTRUCTION MANAGER shall, in the event of any occurrence likely to cause a delay or if CONSTRUCTION MANAGER knows or should know of any such occurrence, cooperate in good faith with the Architect and CITY to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal and avoid any delay.

(2) Reasonable, actual costs incurred as a direct result of any extension of time granted for an excusable delay described above, for General Conditions, Costs of Work and the CONSTRUCTION MANAGER's fee will be allowed with the prior written approval of the CITY, acting upon an authorizing vote of the NFCC. Such approval shall not be unreasonably withheld. Notwithstanding the above, the CONSTRUCTION MANAGER shall have a duty to act reasonably in terms of incurring such costs and to minimize the same to the extent possible.

(3) Nothing in this Article shall authorize recovery of damages for any delay caused by the CONSTRUCTION MANAGER under this or any other provision of the Agreement.

## **ARTICLE 11        CHANGES IN THE SCOPE OF THE PROJECT**

A. The CITY may, without invalidating this Agreement, order Changes in the Scope of the Project consisting of additions, deletions, or other alterations of the Project design or specifications impacting the Scope of the Work which may or may not cause an increase or decrease in costs, or a reduction or increase in the time schedule required by the CITY. Such changes in the Scope of the Project include increases due to Architect omissions on plans and drawings, unanticipated conditions and CITY requested changes to the Project's design. In the event of such Changes, the Guaranteed Maximum Price and the Date of Substantial Completion may be adjusted according to the degree to which the Changes affect the Project as agreed to by the CITY, CONSTRUCTION MANAGER and the Architect.

In the event of a change in the Scope of the Project, the CONSTRUCTION MANAGER shall evaluate trade contractors' proposals and negotiate on behalf of the CITY in order to refine the scope

of any additional work needed and the pricing associated with the same. In the event that any additional work involves a new construction trade, the CONSTRUCTION MANAGER shall obtain competitive prices for the work concerned as part of the supporting documents submitted by it with any request for a Change Order.

The General Conditions may be equitably adjusted only if the originally contemplated Scope of Work is substantially and significantly modified or if there are significant changes in the Project. Any adjustment in the General Conditions shall require the prior written approval and authorization of the NFCC.

B. The increase or decrease in the Guaranteed Maximum Price resulting from a Change in the Project shall be determined in one or more of the following ways:

(i) by mutual acceptance of a lump sum properly itemizing the changes in the Cost of Work, Construction Management Fee where applicable and General Conditions which is supported by sufficient, substantiating data to permit evaluation;

(ii) through an evaluation of unit prices of the Trade Contracts or the time and material costs of the Trade Contracts plus an evaluation of the agreed upon rate schedule set out in the Contract Documents as pertains to CONSTRUCTION MANAGER's supervisory and administrative personnel working at the Site. Direct Personnel Expenses ("DPE") is defined as the direct salaries of the CONSTRUCTION MANAGER's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits. These rates have been agreed to by the parties and are the hourly rates to be paid to the CONSTRUCTION MANAGER's personnel for the duration of the Project; or

(iii) by any other method agreed to by the CITY, the Architect and the CONSTRUCTION MANAGER as reasonable.

In all cases CONSTRUCTION MANAGER shall keep and present, in such form as CITY may prescribe, an itemized accounting together with appropriate supporting data detailing the Cost of the Work related to such Change.

C. If unit prices are agreed upon after the execution of

this Agreement, and if the quantities originally contemplated are changed in a proposed Change Order so that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to either the CITY or CONSTRUCTION MANAGER, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted by agreement of the parties and such adjusted Guaranteed Maximum Price shall be set out in a written document which shall be signed by the parties and incorporated herein by reference.

D. If CONSTRUCTION MANAGER wishes to make a claim for an increase in the Guaranteed Maximum Price, an increase in the maximum amounts payable to CONSTRUCTION MANAGER or an extension of the Date of Substantial Completion, it shall give CITY written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim. This notice shall be given by CONSTRUCTION MANAGER before proceeding to execute work related to the claim, except in an emergency endangering life or property in which case CONSTRUCTION MANAGER shall act, at its discretion, to prevent threatened damage, injury or loss and such written notice of claim shall be given as soon as reasonably practicable. No such claim shall be valid unless made within the time period stated herein. Any Change resulting from such claim must be authorized by written Change Order signed by the Director to be valid. In the event that the CONSTRUCTION MANAGER or a Subcontractor shall make a claim for an increase in the Guaranteed Maximum Price and it is adjudicated that the CITY is obligated to pay an increase in the Guaranteed Maximum Price, nothing in this Agreement shall obligate the CONSTRUCTION MANAGER to pay the increase.

E. The CONSTRUCTION MANAGER shall comply with written orders of the Architect acting with the consent of the Director, ordering minor Changes in the Project, provided that such Changes do not involve an adjustment in the Guaranteed Maximum Price, or an extension of the Date of Substantial Completion, and are not inconsistent with the intent of the Contract Documents.

## **ARTICLE 12. INSURANCE**

The CONSTRUCTION MANAGER 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 are

minimum requirements and shall in no way limit or preclude the CITY from requiring additional limits and coverage to be provided under the CONSTRUCTION MANAGER's policies. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of Connecticut or otherwise acceptable to the CITY.

A. Minimum Scope and Limits of Insurance:

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

**Commercial General Liability:** With respect to all operations the CONSTRUCTION MANAGER performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to the CITY. Such coverage shall include the following:

1. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.

2. Completed Operations/Products Liability with a two-year with a non-cancelable extension beyond completion and acceptance of the Project.

3. Broad Form Property Damage.

4. XC&U perils, if applicable.

5. Personal Injury Liability (A, B, and C).

6. Independent Contractors.

**Automobile Liability:** With respect to each owned, non-owned, or

hired vehicles the CONSTRUCTION MANAGER shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage. However, if the CONSTRUCTION MANAGER is a hazardous waste hauler or is otherwise responsible for removal of hazardous materials in connection with the Project, then it shall maintain Automobile Liability coverage in the amount of Five Million Dollars (\$5,000,000.00) combined single limit.

**Environmental Liability:** The CONSTRUCTION MANAGER shall itself or through its Trade Contractor carry environmental and remediation insurance in the amount of Ten Million Dollars (\$10,000,000.00) per claim limit and Ten Million Dollars (\$10,000,000.00) aggregate limit. The CONSTRUCTION MANAGER shall state in writing the per claim or aggregate deductible amount. Such insurance shall name the CITY, the Trade Contractor and the CONSTRUCTION MANAGER as insureds on the policy(ies).

**Contractor Construction Equipment Insurance** - The Contractor is required to provide insurance for all owned and/or rented equipment and any policies maintained by the Contractor on its owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the CITY and all indemnities named in the Contract.

**Excess Liability Coverage:** With respect to the coverage provided by CONSTRUCTION MANAGER for this Project, excess liability insurance will be provided in an amount not less than Fifteen Million Dollars (\$15,000,000.00).

**Builder's Risk:** During the term of this Agreement the CITY shall maintain in force, at its own expense, Builder's Risk insurance on a special form cause of loss basis for an amount equal to the total cost of the Project. The policy shall name the CITY, CONSTRUCTION MANAGER, Architect, and all Trade Contractor(s) of all tiers as insureds.

Coverage will include all materials, supplies and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project Site, in transit, and while temporarily located away from the Project Site for the purpose of repair, adjustment or storage at the risk of one of the insured parties.

The CONSTRUCTION MANAGER shall require that any and all

Trade Contractors and Subcontractors of any tier report the value, time and means/location of any such transit or storage to the CONSTRUCTION MANAGER prior to such transit or storage. Each Trade Contractor shall be responsible for any loss that is uninsured or underinsured due to its failure to so notify the CONSTRUCTION MANAGER.

This insurance will not include any tools, equipment or clothing of Trade Contractors' employees or any tools or equipment owned, rented or used by the CONSTRUCTION MANAGER, Architect, Trade Contractors and Subcontractors of any tier used in the performance of the Work.

The CITY shall not be liable or responsible for any loss or damage whatever to the items listed in the immediately preceding paragraph and the CONSTRUCTION MANAGER shall indemnify, defend and hold harmless the CITY, its officers and employees, from any and all claims, losses, injuries and causes of action brought by any person or parties as a result of any loss or damage to such excluded items, except to the extent resulting from the negligent or wanton acts or omissions of the CITY, its agents or others under its control. The CONSTRUCTION MANAGER shall include such an indemnity provision in every contract it has with each of its Trade Contractors and suppliers in connection with the Project.

The CITY and the CONSTRUCTION MANAGER waive all rights against each other for losses or damages to any equipment used in connection with the Project and covered by any property insurance. The CONSTRUCTION MANAGER shall include this waiver in every contract it has with each of its Trade Contractors and suppliers, which waiver shall run to its benefit and that of the CITY.

Such Builder's Risk policy will be endorsed waiving the carrier's rights of recovery under subrogation against the CITY, CONSTRUCTION MANAGER, Architect, Trade Contractors and all Subcontractors of any tier whose interest is insured under such policy.

Any loss insured under the Builder's Risk will be adjusted with the CITY and made payable to the CITY as trustee for the insureds. The CONSTRUCTION MANAGER shall pay its Trade Contractors a just share of any insurance payment received by it pursuant to an appropriate written agreement, where legally required for validity, and shall require each Trade Contractor to make such payments to its Subcontractors in similar manner.

The Builder's Risk insurance will have a general deductible of One Thousand Dollars (\$1,000.00) and a special deductible of Twenty-Five Thousand Dollars (\$25,000.00) for the perils of Flood and Earthquake which will be paid by the CITY. The deductible shall be the responsibility of the insured whose interest or Work is damaged, in direct proportion as its individual losses shall bear to the total loss, regardless of whether such loss is to Work installed and completed, to material stored on or off-site, or to material in transit.

**"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. CONSTRUCTION MANAGER shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable by the CITY's Risk Manager.

**Subcontractors:** The CONSTRUCTION MANAGER shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of excess liability coverage of Fifteen Million Dollars (\$15,000,000.00). Furthermore, Errors and Omissions/Professional Liability insurance shall only be required of subcontractors if such insurance is applicable to the Work performed by the particular subcontractor. All Certificates of Insurance shall be provided to the CITY's Corporation Counsel as required herein. All stated limits may be modified on a select basis only with the concurrence of both the CITY and the CONSTRUCTION MANAGER.

**Aggregate Limits:** Any aggregate limits must be declared to and be approved by the CITY. It is agreed that the CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the CONSTRUCTION MANAGER.

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

**Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the 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 CONSTRUCTION MANAGER 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 and excess liability insurance coverages, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of this Agreement shall include the CITY, the Architect, and the Program Manager as Additional Insureds but only with respect to the CONSTRUCTION MANAGER's activities to be performed under this Agreement and an Additional Insured Endorsement (CG2010 or its equivalent) must be furnished reflecting the inclusion of the interests of all indemnities and their respective agents, consultants, principals, partners, servants, officers, stockholders, directors and employees of each and all other indemnities named in the Agreement and such other entities as may be designated by the CITY as Additional Insureds above.

Such coverage is to be endorsed to indicate that the insurance provided is to be primary for the CITY and all other indemnities named in this Agreement, and shall be primary and non-contributory with any other insurance and self-insurance.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the CONSTRUCTION MANAGER's liability to the CITY by virtue of this promise to indemnify and hold the CITY harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall be liable to the CITY for the difference, plus all fees and expenses incurred in collection the same, all at CONSTRUCTION Manager's sole cost.

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

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

**Waiver of requirements:** The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion (provided that such insurance requirements do not have an adverse impact on the CONSTRUCTION MANAGER or its subcontractors) if Corporation Counsel determines that the CITY's interests will be adequately protected by the provision of different types or other amounts of coverage provided that CITY will pay the excess cost of any such new or different coverage over the cost of providing coverage in conformity with the requirements stated herein.

**ARTICLE 13. PERFORMANCE AND PAYMENT BONDS**

Prior to commencement of Work hereunder, the CONSTRUCTION MANAGER shall furnish bonds covering the faithful performance of

the Public Component of the Work, completion of the Project and the payment of its obligations arising hereunder issued in such form and by surety acceptable to the CITY. Such bonds shall be in an amount equal to the Cost of Work. The CITY shall be responsible for the cost of such bonds as a Reimbursable Cost under Article 7, Paragraph F.

All Trades Contractors and Subcontractors receiving contracts in excess of \$50,000.00 for Work on the Public Component of the Project shall provide performance and payment bonds for the full value of their contract price. Each bond shall be issued by a surety licensed to do business in the State of Connecticut and acceptable to the CITY.

**ARTICLE 14.        INDEMNIFICATION**

A. To the fullest extent permitted by law, CONSTRUCTION MANAGER shall indemnify, defend and hold harmless the CITY, the Norwalk Board of Education, and their agents, officials and employees from and against all claims, suits, damages, losses, costs, liabilities, litigation, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from (i) CONSTRUCTION MANAGER's services performed in connection with the Project or under the under the Construction Documents or (ii) the performance of any part of the Project or circumstances arising/occurring on or near the Site or related to any of the Work under CONSTRUCTION MANAGER'S CONTROL for which CONSTRUCTION MANAGER is responsible or over which the CONSTRUCTION MANAGER has control, (iii) services performed by any Trade Contractor or Subcontractor under the Contract Packages. The CITY shall have the right to set-off against and deduct from the amount of any obligation of CITY to CONSTRUCTION MANAGER under this Agreement the amount of any payment made or loss suffered with respect to any claim, damage, loss, cost, liability or expense to which the indemnity provided for in this paragraph relates. Provided, that the foregoing right to set-off shall apply only if such claim, damage, loss, cost, liability or expense has been determined by or is the subject of (i) a final judgment on the merits entered by a court having jurisdiction or (ii) a settlement of a claim, where such settlement is agreed to by CONSTRUCTION MANAGER. The CITY and the Norwalk Board of Education shall give CONSTRUCTION MANAGER reasonably prompt notice (not to exceed thirty (30) days) of the assertion of any claim which might be the subject of this indemnity. The obligations created by this paragraph shall not be construed to abridge, or otherwise reduce any right or obligation that would exist in the absence of this paragraph; shall not be limited by

reason of any insurance coverage provided, and shall survive the completion of the Work and the expiration or earlier termination of this Agreement.

B. In the case of any and all claims against the CITY, the Norwalk Board of Education, or their officials, agents and employees by any employee of CONSTRUCTION MANAGER (whether employed directly or indirectly) or anyone for whose acts or omissions CONSTRUCTION MANAGER may be liable, the indemnification obligation created by this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSTRUCTION MANAGER under workers' or workmen's compensation acts, disability acts, or other employee benefit acts.

C. The CONSTRUCTION MANAGER shall cause any other person including its Trade Contractors and Subcontractors to agree to indemnify the CITY and the Norwalk Board of Education and hold them harmless from any and all claims for that may arise from such Contractor's or Subcontractor's operations. Such provisions shall be in a form satisfactory to the CITY and the Norwalk Board of Education.

**ARTICLE 15. ADDITIONAL GUARANTEES/WARRANTIES**

Upon the expiration or sooner termination of this Agreement and prior to the making of final payment hereunder, the CONSTRUCTION MANAGER shall take all steps necessary to provide the CITY with the benefit of any and all guarantees and warranties that the CONSTRUCTION MANAGER may possess or be entitled to from any person, firm or entity that performed any Work or made or supplied any improvements, installations, material and/or equipment. The CONSTRUCTION MANAGER shall promptly assign to the CITY all such guarantees and warranties which are freely assignable. With regard to all such guarantees and warranties that are not freely assignable, the CONSTRUCTION MANAGER shall promptly enforce its rights in connection with the same for the benefit of the CITY at its cost.

**ARTICLE 16. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS**

The CONSTRUCTION MANAGER shall comply with all applicable laws, codes and regulations governing the Work and the Project, including any and all special requirements of the Contract Documents and of the BSF and shall require the same of its Trade Contractors and Subcontractors. In addition, all Trade Contractors and Subcontractors working on the Project shall

have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

A. Equal Employment Opportunity and Affirmative Action

The CONSTRUCTION MANAGER agrees to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Presidential Executive Orders Numbers 11246, 11375 and 11063.

The CONSTRUCTION MANAGER further agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness - unless it is shown by the CONSTRUCTION MANAGER that such disability prevents performance of the work involved- in any manner prohibited by the laws of the United States or of the State of Connecticut. The CONSTRUCTION MANAGER further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the CONSTRUCTION MANAGER that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

The CONSTRUCTION MANAGER shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

The CONSTRUCTION MANAGER agrees to comply with any request of the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

The CONSTRUCTION MANAGER agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term "minority business enterprise" shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

The CONSTRUCTION MANAGER will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Agreement so that such provisions will be binding upon each trade contractor and subcontractor.

B. In addition, CONSTRUCTION MANAGER shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a); Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;
- The Americans With Disabilities Act;

C. Prevailing Wage Requirements

This Agreement shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

The CONSTRUCTION MANAGER shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no

circumstances shall the CONTRACTOR be entitled to any increase in the costs, fees or expenses payable by the CITY hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

D. State Labor and Employment Regulations

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Agreement and each subcontract hereunder insofar as this Agreement or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Agreement and each subcontract hereunder for work relating to the construction of a public works project where the total cost of all Work to be performed in connection with the Project is Four Hundred Thousand Dollars (\$400,000.00) or more, or for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection(i)of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the CITY of Norwalk. Any contractor who is not obligated by

agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

In the event that the CITY determines that any mechanic, laborer or workman employed by the CONTRACTOR or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the CITY may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the CITY may prosecute the Work to completion by contract or otherwise and the CONTRACTOR and its sureties shall be liable to the CITY for all costs incurred thereby in excess of the compensation to be paid under this Agreement.

Each employer subject to the provisions of Section 31-53 of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

**ARTICLE 17. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS  
OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD  
SEPARATE CONTRACTS**

1. The CITY reserves the right to perform construction or operations related to the Project with the CITY's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site. If the CONSTRUCTION MANAGER claims that delay or additional cost results from such action by the CITY, the CONSTRUCTION MANAGER shall make a claim as provided in Paragraph 10.B.

2. The CITY shall provide for coordination of the activities of the CITY's own forces and of each separate contractor with the Work of the CONSTRUCTION MANAGER, who shall cooperate with each of them. The CONSTRUCTION MANAGER shall participate with other separate contractors and the CITY in reviewing their construction schedules when directed to do so. The CONSTRUCTION MANAGER shall make any revisions to its



construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the CONSTRUCTION MANAGER and separate contractors until subsequently revised.

3. The CONSTRUCTION MANAGER shall afford the CITY and its separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the CITY's and/or separate contractors' construction and operations with its own as required by the Contract Documents.

**ARTICLE 18.      GENERAL PROVISIONS**

A. Termination. CITY shall have the right at any time to terminate or delete any portion of the Work remaining to be performed under this Agreement for reasons within the sound business judgment of CITY, including, without limitation:

(a) the failure of any needed approvals to be issued for the Project;

(b) CONSTRUCTION MANAGER's failure to make reasonable progress in the Work or commit sufficient forces needed to complete the Project within the time stated herein.

Termination will be effective by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given.

1. In the event of termination for any reason other than the substantial failure by the CONSTRUCTION MANAGER to perform its obligations under the terms of this Agreement through no fault of the CITY, the CONSTRUCTION MANAGER shall be paid for in such amount as shall compensate the CONSTRUCTION MANAGER for the services satisfactorily performed prior to termination including its fee and General Conditions for Work satisfactorily performed and the obligations reasonably incurred from subcontractors and suppliers in accordance with the terms of the Contract Documents through the date of termination. Such amount shall be fixed by the CITY after consultation with the CONSTRUCTION MANAGER, and shall be subject to audit by the CITY. Termination under this section shall not give rise to any claim against the CITY or for damages or for compensation in addition to that provided hereunder.

2. This Agreement may also be terminated by either party in

the event of a substantial or persistent failure, neglect, default or breach by the other party to fulfill its obligations according to the terms hereof through no fault of the terminating party. Prior to terminating, the non-breaching party must provide written notice of its intentions by giving the reasons for such termination and providing seven (7) days from the date of the notice in which to correct or remedy the failure, neglect, default or breach and all damages caused thereby. If the party in default fails to correct the failure, neglect, default or breach within seven (7) days after receipt of such notice, the non-breaching party may then give a second written notice and, after an additional seven (7) days, may, without prejudice to any other remedy, terminate the Agreement. Following a termination by the CITY, the CITY may take possession of the Site and of all materials thereon owned by the CONSTRUCTION MANAGER and finish the Work by whatever method the CITY may deem expedient. If the unpaid balance under this Agreement exceeds the expense of finishing the Work and all damages incurred by the CITY, such excess shall be paid to the CONSTRUCTION MANAGER. If the expense of completing the Work and all damages incurred by the CITY exceeds the unpaid balance, the CONSTRUCTION MANAGER shall pay the difference to the CITY. This obligation for payment shall survive termination of this Agreement.

B. The CONSTRUCTION MANAGER hereby commits to provide the professional services of a sufficient number of qualified, responsible and experienced employees of the CONSTRUCTION MANAGER in order to perform the services required hereunder in a skillful, professional and prompt manner. Any failure by the CONSTRUCTION MANAGER to comply with this requirement shall be cause for termination of this Agreement. At a minimum, the CONSTRUCTION MANAGER shall provide the continued services of the personnel listed in **Exhibit C-1**.

C. The CONSTRUCTION MANAGER shall not assign, sublet or transfer this Agreement or any portion hereof or any interest in or obligation hereunder without prior consent of the CITY in writing.

D. Suspension by CITY for Convenience

(1) The CITY may, without cause, order the CONSTRUCTION MANAGER in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the CITY may determine.

(2) The Guaranteed Maximum Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruptions as described in Subparagraph D(1) above. Adjustment of the Guaranteed Maximum Price shall include profit. No adjustment shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CONSTRUCTION MANAGER is responsible; or

2. that an equitable adjustment is made or denied under another provision of the Contract.

E. When reasonable grounds exist indicating that:

(1) The CONSTRUCTION MANAGER will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the CONSTRUCTION MANAGER, the CITY, or arising out of the negligent, willful or wanton acts, errors or omissions of the CONSTRUCTION MANAGER, its agents, servants or employees, or the CONSTRUCTION MANAGER's breach of any provision of this Agreement except to the extent CONSTRUCTION MANAGER provides satisfactory proof of acceptance of claim by CONSTRUCTION MANAGER's insurer; then the CITY may withhold payment of an amount reasonably related to its claim of potential damages. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY or against any loss, expense or damage and may, after written notice to the CONSTRUCTION MANAGER, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY and, and no person shall have any right 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. However, the CITY shall pay any undisputed portion of any payment otherwise due to the CONSTRUCTION MANAGER and doing so will in no way constitute a waiver of any of its rights hereunder nor shall it impair the CITY'S ability to pursue its claims concerning the outstanding balance of any payment, or any dispute it may have against the CONSTRUCTION MANAGER related to the Project.

F. The CONSTRUCTION MANAGER shall not assert any claim

arising out of any act or omission by any agent, officer or employee of the CITY in the scope of performance of their duties 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 CONSTRUCTION MANAGER covenants that no person having such interest shall be employed in the performance of this Agreement. The CONSTRUCTION MANAGER further covenants that it has had no prior personal or business relationship with the CITY's architect, or its consultants, agents, officials, or employees as may give rise to a claim of impropriety or conflict.

H. This Agreement and the Contract Documents which comprise the agreement between the CITY and CONSTRUCTION MANAGER constitute a contract made and entered into in the State of Connecticut, City of Norwalk. 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 CONSTRUCTION MANAGER shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk related to the services to be performed hereunder; the antidiscrimination requirements of Connecticut P.L. 88-352, and the State prevailing wage requirements. Additionally, CONSTRUCTION MANAGER agrees that throughout the period of this Agreement, including any and all extensions hereof, all taxes, contractual obligations and audit responsibilities owed to the CITY and the State of Connecticut shall be and remain current.

J. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

K. The CITY and the CONSTRUCTION MANAGER 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.

L. The products of the services performed under this Agreement shall become and remain the property of the CITY. This shall include all partially completed Work in the event that the Agreement is terminated before completion of its term for any reason.

M. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

N. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

O. Extent of Agreement. Nothing in this Agreement shall be construed as giving any rights or benefits under this Agreement to anyone other than CITY and CONSTRUCTION MANAGER except as may be expressly given to. Nor shall anything in this Agreement be construed as creating a contractual relationship between CONSTRUCTION MANAGER and the Architect.

P. Personnel. The NFCC shall have the right to approve all personnel and substitutions assigned the Project by CONSTRUCTION MANAGER and to remove any such personnel whom CITY determines in good faith to be unsatisfactory. CITY shall have the right, upon request, to an itemized monthly accounting of CONSTRUCTION MANAGER's personnel time and the right to demand an adjustment of such personnel time for reasonable cause.

Q. The CONSTRUCTION MANAGER represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide CONSTRUCTION MANAGER's employees working solely for the CONSTRUCTION MANAGER, any fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

R. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereto and may not be amended, modified or supplemented except by written agreement executed by the parties.

S. Waiver. No waiver of any of the provisions hereof shall

be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default whether of similar or different nature, unless expressly so stated in writing.

T. The CONSTRUCTION MANAGER understands and acknowledges that the CITY is subject to certain municipal and State purchasing and requisition procedures and requirements. CONSTRUCTION MANAGER agrees to fully comply with such procedures and requirements in all of its undertakings related to the Project.

U. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSTRUCTION MANAGER. This Agreement is solely for the benefit of the CITY and the CONSTRUCTION MANAGER and is specifically not intended to be for the benefit of any Contractor, the Architect or other third party.

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

**To the City:**

Alan Lo, NFCC Coordinator  
Department of Public Works  
125 East Avenue, P.O. Box 5125  
Norwalk, CT 06856-5125

**With a copy to:**

Corporation Counsel  
City of Norwalk  
125 East Avenue, P.O. Box 798  
Norwalk, CT 06856-0798

**To the Construction Manager:**

W. Dispute Resolution. The parties hereby agree that, in order to facilitate the resolution of any disagreements or issues that may arise between them concerning the Contract Documents, they will attempt in good faith to seek a reasonable

resolution by implementing the following process:

All efforts will be made by a designated representative of the CITY's Program Manager and \_\_\_\_\_ to resolve disputes that arise at the project management level in a prompt and equitable manner. If such individuals fail to reach an equitable resolution to the dispute, either party may notify the other party in writing of the dispute and request that a meeting be held between a designated representative of the Norwalk Facilities Construction Commission and \_\_\_\_\_. Such a meeting shall thereafter be held at a mutually agreed time and place within ten (10) business days of such written notice at which both representatives shall attempt in good faith to negotiate a resolution of the dispute. If, within ten (10) business days after such initial meeting the parties have not succeeded in negotiating a resolution of the dispute, then either party may pursue any and all rights and remedies available to it hereunder or at law or equity.

The parties may at any time mutually agree to submit any dispute between them to mediation or binding arbitration pursuant to agreed upon procedures.

X. The CONSTRUCTION MANAGER represents to the CITY as follows:

That the CONSTRUCTION MANAGER is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the CONSTRUCTION MANAGER has the financial resources to perform this Agreement and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Agreement;

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

That this Agreement is duly executed and delivered by an

authorized corporate officer, in accordance with such officer's powers to bind the CONSTRUCTION MANAGER hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered  
in the Presence of:

**CITY OF NORWALK**

\_\_\_\_\_

\_\_\_\_\_

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

Harry W. Rilling  
Its Mayor  
Duly Authorized

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

\_\_\_\_\_

\_\_\_\_\_

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

Its  
Duly Authorized

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

APPROVED AS TO FORM:  
OFFICE OF CORPORATION  
COUNSEL:

APPROVED AS TO  
AVAILABILITY OF FUNDS:

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

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

Comptroller

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



## 1.9 INSURANCE REQUIREMENTS

The CONSTRUCTION MANAGER 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 are minimum requirements and shall in no way limit or preclude the CITY from requiring additional limits and coverage to be provided under the CONSTRUCTION MANAGER's policies. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of Connecticut or otherwise acceptable to the CITY.

### A. Minimum Scope and Limits of Insurance:

**Workers' Compensation insurance:** With respect to all operations the CONSTRUCTION MANAGER performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand (\$500,000) policy limit coverage for disease.

**Commercial General Liability:** With respect to all operations the CONSTRUCTION MANAGER performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for each site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each 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 CONSTRUCTION MANAGER shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage. However, if the CONSTRUCTION MANAGER is a hazardous waste hauler or is otherwise responsible for removal of hazardous materials in connection with the Project, then it shall maintain Automobile Liability coverage in the amount of Five Million Dollars (\$5,000,000) combined single limit.

**Environmental Liability:** The CONSTRUCTION MANAGER shall itself or through its Trade Contractor carry environmental and remediation insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit.

**Excess Liability Coverage:** With respect to the coverage provided by CONSTRUCTION MANAGER for this Project, excess liability insurance will be provided in an amount not less than One Million Dollars (\$1,000,000).

**Errors and Omissions/Professional Liability:** With respect to any damage caused by an error, omission or any negligent or wrongful act of the CONSTRUCTION MANAGER or any subcontractor or subconsultant in connection with any professional services performed under this Agreement, the CONSTRUCTION MANAGER 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. CONSTRUCTION MANAGER shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, CONSTRUCTION MANAGER 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 CONSTRUCTION MANAGER's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable by the CITY's Risk Manager.

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

**Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the 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 CONSTRUCTION MANAGER 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 and excess liability insurance coverages, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of this Agreement shall include the CITY as Additional Insured but only with respect to the CONSTRUCTION MANAGER's activities to be performed under this Agreement and an Additional Insured Endorsement (CG2010 or its equivalent) must be furnished reflecting the inclusion of the interests of all indemnities and their respective agents, consultants, principals, partners, servants, officers, stockholders, directors and employees of each and all other indemnities named in the Agreement and such other entities as may be designated by the CITY as Additional Insureds above.

Such coverage is to be endorsed to indicate that the insurance provided is to be primary for the CITY and all other indemnities named in this Agreement, and shall be primary and non-contributory with any other insurance and self-insurance.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the CONSTRUCTION MANAGER's liability to the CITY by virtue of this promise to indemnify and hold the CITY harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the CONSTRUCTION MANAGER, the CONSTRUCTION MANAGER shall be liable to the CITY for the difference, plus all fees and expenses incurred in collection

the same, all at CONSTRUCTION Manager's sole cost.

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

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

**Waiver of requirements:** The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion (provided that such insurance requirements do not have an adverse impact on the CONSTRUCTION MANAGER or its subcontractors) if Corporation Counsel determines that the CITY's interests will be adequately protected by the provision of different types or other amounts of coverage provided that CITY will pay the excess cost of any such new or different coverage over the cost of providing coverage in conformity with the requirements stated herein.

CITY OF NORWALK  
PURCHASING DEPARTMENT

**SECTION 2 - RESPONSE FORMS**

**SPECIAL NOTES ON RESPONDING**

PROPOSAL SUBMISSIONS should include, at minimum, all items identified in section 1.6.

RESPONSE SUMMARIES will be available any time after 5:00 PM on the day of the proposal bid opening over the Internet at <http://www.norwalkct.org>. The document number to request will be the same as the project number indicated in the invitation. Results will not be provided over the phone.

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

**2.1 FORM OF PROPOSALS:**

All responses to the RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. For this phase, the City is requiring that qualified firms submit all the other items listed below. 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 1.6.

You may include any additional information which demonstrates your qualifications of this work.

# CITY OF NORWALK PURCHASING DEPARTMENT

## 2.2 PRICING RESPONSE FORM, RFP # 3900 - C.M. Services – for miscellaneous projects at Norwalk High School

<b>Firm Name -</b>		
<b>Address -</b>		
<b>Phone -</b>	<b>Fax -</b>	<b>Email -</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 proposal or the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official or the City, or any person in the employ of the City is directly or indirectly interested in said proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

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

The undersigned further understands and agrees that he / she will furnish and provide, through its construction contractors, 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 Construction Manager and the City.

### 1. PROPOSED FEES: Miscellaneous Projects at Norwalk High School

<b>A. Preconstruction Phase Services Fees:</b> Lump Sum in number and words based on the schedule of services.	
\$	Fee in words
<b>B. CM Fees:</b> in numbers and words: Express as a percentage cost of construction (trade costs).	
%	Fee in words

## CITY OF NORWALK PURCHASING DEPARTMENT

**C. General Condition Fees:** in numbers and words based on the schedule of services, and Exhibit B “CM schedule of values”. Include copies of completed Exhibit. This fee is provided for general information purposes based on CM’s understanding of the project. General Conditions fees shall be adjusted accordingly as part of the GMP amendment.

\$	Fee in words
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**D. Contingency Fees:** in numbers and words, Express as a percentage cost of construction

%	Fee in words
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### 2. INSURANCE:

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

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

**3. Identify the project team members who will provide these services. Quantify their level of involvement (X %). Give a per diem and hourly rate for each member.**

#### Projects at Norwalk High School

Name & Title	% Involved	Hourly Rate
<b>A</b> Project Executive		
<b>B</b> Project Manager		
<b>C</b> Superintendant		
<b>D</b> Project Engineer		

# CITY OF NORWALK PURCHASING DEPARTMENT

## 2.3 SCHEDULE OF CM SERVICES, RFP #3900

### Schedule of CM Services

#### Miscellaneous Projects at Norwalk High School

Item Description	Lump Sum Fee	**Direct cost - reimbursables
<b>Pre-Construction, Bidding, and GMP Phase Services:</b>		
Cost Estimating – (SD's, DD, and CD's)	X	
Value Engineering	X	
Constructability Reviews	X	
Schedule with Monthly Updates	X	
Safety Plan	X	
Phasing Plan	X	
Bid Solicitations & Postings	X	
Bid Document Printing		X
Bidding & GMP Preparation	X	
Travel & Expenses	X	
Purchasing	X	
Estimating	X	
Monthly report	X	

Item Description	Include in General Conditions Costs	**Direct cost - reimbursables	To be supplied by Trade Contractors	Include in CM Fee	Furnished By Owner
<b>Construction Phase Services:</b>					
<b>Project Supervisory Staff</b>					
Home Office Staff except noted below				X	
Project Executive	X				
Project Manager	X				
Project Superintendent	X				
Assistant Superintendents	X				



# CITY OF NORWALK PURCHASING DEPARTMENT

Item Description	Include in General Conditions Costs	**Direct cost - reimbursables	To be supplied by Trade Contractors	Include in CM Fee	Furnished By Owner
Project Engineer	X				
Purchasing	X				
Estimating	X				
Administrative/Technical Assistant & Accountants	X				
QC/Safety Specialist	X				
Project Scheduler	X				
<b>Project Staff Support</b>					
Staff Travel Expenses	X				
Set-Up Field Office	X				
Field Office Rental	X				
Shed & Storage Trailer Rental			X		
Furniture for field office	X				
Stationery & Supplies	X				
Postage & Shipping	X				
Field Office Equipment	X				
Field Computer Equipment	X				
Field Telephone Equipment	X				
Field Office Fax Machine	X				
Field Office Data & Phones lines (complete)	X				
Field Office line charges & usage	X				
Field Communication equipment (Radios, Cell phones)	X				
Field Photocopying	X				
Field Office Utilities	X				
Field Drinking Water/Coffee	X				

# CITY OF NORWALK PURCHASING DEPARTMENT

Item Description	Include General Conditions Cost	**Direct Cost - reimbursables	To be supplied by Trade Contractors	Include in CM fee	Furnished By Owner
Data Processing/MIS	X				
Field First Aid Supplies	X		X		
Field Office Maintenance & Repair	X				
Project Staff Vehicles, Fuel & Maintenance	X				
Survey Equipment & Supplies			X		
Staff Small Gear Account	X				
Field Office Security System (if needed)	X				
Project Sign			X		
Records Storage	X				
Miscellaneous General Expense	X				
<b>Temporary Construction</b>					
Temporary Toilets	X		X		
Construction Fencing & Gates			X		
Building Perimeter Protection			X		
Safety Compliance Material & Labor			X		
Ladders, Ramps & Stairs			X		
Temporary Building Enclosure			X		
Protect Finish Work			X		
Dust Partitions			X		
Fees for sidewalk & street usage			X		
<b>Temporary Services &amp; Security</b>					
Temporary Water Consumption			X		
Temporary Electrical – Install & Maintain			X		
Temporary Electrical – Consumption					X
Temporary Heat – Install & Maintain			X		
Temporary Heat – Fuel Consumption			X		
Temporary Fire Protection			X		
Watchman/Security Services		X			

# CITY OF NORWALK PURCHASING DEPARTMENT

Item Description	Include General Conditions Cost	**Direct Cost - reimbursables	To be supplied by Trade Contractors	Include in CM fee	Furnished By Owner
<b>Temporary Roads &amp; Barricades</b>					
Temporary Roads – Install & Maintain			X		
Temporary Barricades			X		
Traffic Control			X		
Mud/Dust Control			X		
Temporary Parking			X		
<b>Construction Equipment</b>					
Temporary Elevator Service/Operators			X		
Personnel & Material Hoisting			X		
Hoisting, Rigging & Cranes			X		
<b>General Cost Items</b>					
Building Permit		X*			
General Liability, Auto and Workers Compensation Insurance	X		X		
Builder's Risk Insurance					X
Progress Photographs	X				
Shop Drawing Reproduction	X				
Legal Surveys		X			
Field Engineering Services			X		
Pest Control			X		
Rubbish Removal & Dumpster			X		
Interim Clean-up			X		
Trash Chutes & Hoppers			X		
Final Clean-up & Wash glass			X		
Winter Protection			X		
General Weather Protection			X		
Snow Removal			X		
CM Payment & Performance Bond	X				

# CITY OF NORWALK PURCHASING DEPARTMENT

Item Description	Include in General Conditions Costs	**Direct cost - reimbursables	To be supplied by Trade Contractors	Include in CM Fee	Furnished By Owner
<b>Other</b> (list separately)					
As-Built Drawings			X		
Materials Testing & Inspections		X			
Special Inspector					X
Peer Review					X
Architectural/Engineering Fees					X

\* CM to obtain and pay for Building Permit. Permit fee is a direct cost (no fee of mark-up) reimbursable expense.

\*\*Direct costs - Reimbursables: CM to solicit at least three independent qualified proposals for review and approval by the owner. Recommend the lowest most qualified bidder. No CM mark-up or fee allowed on these costs.

## SECTION 3 - GENERAL INFORMATION

**NOTE: SECTION 3 - GENERAL INFORMATION** contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013, 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 download it for free from Adobe.

Document number 1002. <http://www.norwalkct.org/documentcenter/view/868>