



DEPARTMENT OF FINANCE
OFFICE OF PURCHASING

January 7, 2010

Dear Sir/Madam:

The City of Norwalk (The City) is soliciting proposals from qualified Mechanical Engineering Firms (the Firm(s)) to provide comprehensive design services concerning the proposed HVAC [Chiller Replacements] at several City facilities. Your firm is invited to provide a proposal for these services. Following are the requirements that specifically apply to this project.

PROJECT #	2901	
DEADLINE	2:00 PM	February 4, 2010
PROJECT TITLE	MECHANICAL ENGINEERING DESIGN SRVCS- HVAC- CHILLER REPLACEMENTS	
PROJECT SITES	NORWALK CITY HALL – 125 EAST AVENUE, NORWALK, CT PUBLIC WORKS GARAGE – ADMIN BLDG – 15 So SMITH ST, NORWALK, CT BEN FRANKLIN CENTER – 165 FLAX HILL ROAD, NORWALK, CT	

RFP DOCUMENTS are available upon receipt of this invitation (if not attached) over the Internet at <http://www.bid.ci.norwalk.ct.us/> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided at the bottom of the Internet bid page.

A Pre-proposal Conference will be held at 10:00AM, Thurs., January 14, 2010, meeting in room number 101 at Norwalk City Hall, 125 East Avenue, Norwalk, CT, 06856-5125. A walk-through of the site will commence immediately following the meeting, and then proceed to the other locations in the order listed above.

All questions regarding this Request for Proposal (RFP) must be directed in writing to, **Gerald J. Foley, Purchasing Agent**, via e-mail or fax number (203) 854-7817. The deadline for submission of questions for this project is 2:00PM, January 21, 2009.

Businesses, without fax or Internet access equipment, may contact the Purchasing Department at 203-854-7712 for any RFP information. Our fax number is 203-854-7817.

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

If, after review of the RFP documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete document, along with your detailed proposal, to the City of Norwalk Purchasing Department by the due date.

Yours truly,

Gerald J. Foley
Purchasing Agent
Phone 203-854-7712
Fax 203-854-7817
E-mail gfoley@norwalkct.org

SECTION 1 – PROJECT SPECIFICATIONS

The City of Norwalk (The City) is soliciting proposals from qualified Mechanical Engineering Firms (the Firm(s)) to provide comprehensive design services concerning the proposed HVAC [Chiller Replacements] at several City facilities.

1.0 Project Description:

A. Norwalk City Hall:

Norwalk City Hall is located at 125 East Avenue, Norwalk, CT. The cooling system consists of two McQuay (200 ton each) electric chillers that are not energy efficient by today's standards and have reached the end of their life cycle.

The successful Firm will be expected to provide engineering design services to replace the current chillers, pumps, motors and controls as necessary. Additionally, consideration must be given to installing maximum energy efficient replacement units.

The target budget is \$500,000 with \$168,000 funded through the Stimulus Funds, EECBG Block Grant and the balance funded by the City. This budget to include all design costs, hard construction costs and contingencies.

Scope of Services:

Engineering design and construction document phases to include the following:

- Attend kick-off meeting to confirm scope.
- Perform site investigation to document existing conditions.
- Architectural/engineering designs and code evaluations.
- Review available documentation of existing conditions.
- Document demolition requirements.
- Investigate available equipment options.
- Design replacement chiller system.
- Design of automatic temperature controls to interface with existing Building Automation System.
- Design of electrical modifications directly related to HVAC work.
- Design of plumbing and fire protection system modifications directly related to HVAC work.
- Coordinate design with utility provider and investigate to obtain maximum Energy incentive rebate(s).
- Develop technical specifications, along with Division 1 specifications, and "front end" documentation.
- Attend design review meeting.
- Commissioning of system.
- Deliver three sets of Construction Documents (suitable for use by bidding contractors and required construction permits) for City use.
- Prepare documentation as required by the funding agency.

Bid-Phase Services

- Attend pre-bid walk-thru.
- Answer Contractor's questions and assist City with issuance of Addenda.
- Assist with evaluation of bids.

Construction Administration Services (allowance of \$3,000)

- Review of Contractor's Product Data and Shop Drawing submittal.
- Coordination with contractor to clarify designs.
- Site observation visits (2) prior to completion of project.
- Punch List of final inspection.
- Punch List follow-up visit.
- Closeout tasks such as review of submittals (including Record Drawings and O&M Manuals) produced by contractor.

B. Public Works Garage – Administration Building

The Public Works Department, Administrative Building is located at 15 So. Smith Street, Norwalk, CT. The cooling system consists of a thirty ton chiller, three air handling units and approximately twenty two fan coil units that provide heating and cooling.

The existing first floor air handlers located in the locker room areas, are designed for heating purposes only. As part of this project these two air handlers will need to be modified or replaced to become dual functioning air handlers for both heating and cooling.

The successful Firm will be expected to provide engineering design services to replace the current chiller, replace pumps and motors if necessary, and modify or replace the two air handling units on the first floor.

The existing chilled water distribution system will not be modified, and the target budget is \$191,000 including all design costs, hard construction costs and contingencies.

Scope of Services:

Engineering design and construction document phases to include the following:

- Attend kick-off meeting to confirm scope.
- Perform site investigation to document existing conditions.
- Architectural/engineering designs and code evaluations.
- Review available documentation of existing conditions.
- Document demolition requirements.
- Investigate available equipment options.
- Design new chiller system-packaged or with remote condenser.
- Design of automatic temperature controls to interface with new central system being installed by the City.
- Design of electrical modifications directly related to HVAC work.
- Design of plumbing and fire protection system modifications directly related to HVAC work.
- Coordinate design with utility provider and investigate to obtain maximum Energy incentive rebate(s).
- Develop technical specifications, along with Division 1 specifications, and "front end" documentation.
- Attend design review meeting.
- Commissioning of system.
- Deliver three sets of Construction Documents (suitable for use by bidding contractors and required construction permits) for City use.

Bid-Phase Services

- Attend pre-bid walk-thru.
- Answer Contractor's questions and assist City with issuance of Addenda.
- Assist with evaluation of bids.

Construction Administration Services (allowance of \$2,000)

- Review of Contractor's Product Data and Shop Drawing submittal.
- Coordination with contractor to clarify designs.
- Site observation visits (2) prior to completion of project.
- Punch List of final inspection.
- Punch List follow-up visit.
- Closeout tasks such as review of submittals (including Record Drawings and O&M Manuals) produced by contractor.

C. Ben Franklin Center

The Ben Franklin Center is located at 165 Flax Hill Road, Norwalk, CT. There are three user groups in the building, NEON Childcare and Community Services Center, Crystal Theatre and the City Parks Department which uses the Gymnasium. The cooling system at this location is an eighty ton chiller that utilizes a 35% glycol solution. Currently the chiller is located outside and enclosed in a wooden structure with sound dampening material to reduce noise for the neighboring residential homes. There are 41 fan coil units that provide heating and cooling throughout the building. A total of five CHW/HW pumps are in place, two are for Dual Temperature Loop with VFD's and the other three pumps are for heating only. A newly installed Building Automation System by Alerton controls all three floors of the Center for cooling and heating.

The existing chilled water distribution system will not be modified. The target budget is \$175,000 to \$200,000 including all design costs, hard construction costs and contingencies.

At the present time the gymnasium has heating only. Crystal Theatre has its own separate heating and cooling system.

As part of this project the consultant will be required to recommend a new location for the chiller. When looking into relocation consideration must be given regarding noise pollution for the neighboring residential community. In addition, the Consultant shall incorporate energy efficient design and equipment. As part of the design, the Consultant shall also include air conditioning for the Gymnasium as alternate work.

Scope of Services:

Engineering design and construction document phases to include the following:

- Attend kick-off meeting to confirm scope.
- Perform site investigation to document existing conditions.
- Architectural/engineering designs and code evaluations.
- Review available documentation of existing conditions.
- Document demolition requirements.
- Investigate available equipment options.
- Design new chiller system to include the Gymnasium as a project alternate.
- Design of automatic temperature controls to interface with the existing Building Automation System by Alerton.
- Design of electrical modifications directly related to HVAC work.
- Design of plumbing and fire protection system modifications directly related to HVAC work.

- Coordinate design with utility provider and investigate to obtain maximum Energy incentive rebate(s).
- Develop technical specifications, along with Division 1 specifications, and “front end” documentation.
- Attend design review meeting.
- Commissioning of system.
- Deliver three sets of Construction Documents (suitable for use by bidding contractors and required construction permits) for City use.
- Allowance for structural engineering services as required (\$3,000).

Bid-Phase Services

- Attend pre-bid walk-thru.
- Answer Contractor’s questions and assist City with issuance of Addenda.
- Assist with evaluation of bids.

Construction Administration Services (allowance of \$3,000)

- Review of Contractor’s Product Data and Shop Drawing submittal.
- Coordination with contractor to clarify designs.
- Site observation visits (2) prior to completion of project.
- Punch List of final inspection.
- Punch List follow-up visit.
- Closeout tasks such as review of submittals (including Record Drawings and O&M Manuals) produced by contractor.

1.1 Proposal Submission Requirements:

Proposal submission material should include:

- Firm’s experience in the design and installation of similar systems;
- Statement of the Firm’s size and qualifications of personnel to be assigned this project including the Project Manager;
- Relevant experience in working with commercial/institutional buildings with multiple user groups; and
- Proposed fees for these services

From the responses received as a result of the RFP, the City of Norwalk may choose to select a preferred consultant or, may short list and invite said short listed firms for interview presentations. The anticipated selection schedule is as follows:

RFP Pre-Proposal Conference	10:00AM, Thursday, January 14, 2010
RFP Questions – Deadline for	02:00PM, Thursday, January 21, 2010
RFP Responses Date	02:00PM, Thursday, February 4, 2010
RFP Committee meeting	Week of February 19, 2010
RFP Interviews [if necessary]	Week of February 26, 2010
Award recommendation	Week of March 3, 2010

The anticipated work schedule for the Public Works Garage facility is as follows:

Engineering Design Phase:

Execution of Engineering Contract	April 14, 2010
Completion of design & construction documents	June 16, 2010

Construction Bidding Phase:

Advertise for bids	- To be determined -
Pre-proposal walkthrough	- To be determined –
Deadline for questions	- To be determined -
Proposal submission deadline	- To be determined -
Land Use & Building Management Agenda	- To be determined -
Common Council Agenda	- To be determined -
Delivery of equipment and start of construction	- To be determined -
Project completion	- To be determined -

*Note: the work schedule for the other two facilities is yet-to-be-determined at this time!

Proposals [One original + ten (10) copies must be submitted to Norwalk City Hall, Purchasing Department, Room 103, 125 East Avenue, Norwalk CT, 06856-5125 by the time and date noted herein.

1.1 Scope of Services

I. Documentation of Condition of existing chiller system –

The Successful Firm will organize an initial meeting with Building Management representatives to gather information on the existing HVAC chiller system and to discuss the project objectives. Thereafter, the Firm shall conduct field inspection and document all existing condition essential to this project.

II. Preliminary Design/Design Development –

The Firm will use information obtained and shall develop design options for approval. The design shall take into consideration of various factors, including but not limited to energy rebate, energy conservation, life cycle analysis of the equipment, occupants needs/users' schedule and the total budget available. The Firm shall develop the preferred design and prepare construction cost estimates.

III. Construction Documents -

Prepare construction documents and assist City's Purchasing Department to assemble the bid package. The Firm shall prepare bid documents including, but not limited to, technical specifications, special conditions, bid form, etc. Front end of the bid documents will be provided by the City. The Firm shall provide a second construction cost estimate during the Construction Document Phase.

IV. Bid Process and Bid Evaluation –

The Firm shall provide technical support throughout the bidding and bid evaluation process.

V. *Construction Administration –*

The Firm shall provide construction administration services for the duration of the construction phase. Services shall include attendance at job meetings, respond to RFIs, review change orders and requisitions, and design modifications as a result of existing conditions.

1.2 PROPOSAL SUBMISSION FORMAT

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

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

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

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

1.3 Evaluation of Response:

Evaluation of responding firms or team of firms will be based on the following criteria:

1. Firm's recent experience in the design and installation of HVAC chiller systems conversion/upgrade in similar facilities.
2. Professional background and previous experience of key personnel to be assigned to this project.
3. Relevant experience in working with client groups that including governmental authorities, childcare/multi-use buildings and building management personnel.
4. Ability of responding firm or team to provide all of the professional services required for the successful completion of the Project.
5. Proposed project approach and the role of each person to be involved.
6. Ability to comply with project timeline for schedule of work as provided
7. Proposed fee structure.

1.4 PROPOSAL REVIEW AND SELECTION PROCESS

Following the initial review of the submissions, the City may select a Firm based on the responsiveness of its proposal submission. However, at the City's option, the City may proceed with a short-listing interview process. In the event the City elects an interview processing, following the initial review of the submissions, candidates will be short-listed to four (4) semi-finalists. These four (4) semi-finalists will be invited to make a presentation to the committee, not to exceed twenty (20) minutes in duration, followed by a question & answer period of approximately twenty (20) minutes. Thereafter, the City may choose to select one (1) firm for the project, or instead opt to conduct a second round of interviews.

1.5 INSURANCE REQUIREMENTS

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

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

A. Minimum Scope and Limits of Insurance:

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

Commercial General Liability: With respect to all operations the Architect performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each school 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 contract. Each annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Architect shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

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

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

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Architect shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract. If continuous "claims made" coverage is used, Architect shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project. Architect's failure to maintain such insurance coverage in accordance with the terms of this Agreement shall constitute a breach hereof and shall subject the Architect to liquidated damages in the amount of ten percent (10%) of the total contract price.

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

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

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

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

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

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

Certificate of Insurance: As evidence of the insurance coverage required by this contract, the Architect shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Architect'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, 125 East Avenue, P. O. Box 798, Norwalk, Connecticut 06856-0798.

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

The Architect shall be required to file with the City's Corporation Counsel a certificate of insurance, executed by an insurance company satisfactory to the Corporation Counsel and in an acceptable form, stating that, with respect to the Project, the Architect carries insurance in accordance with the above-stated requirements and names the City of Norwalk as additional insureds and indicating that such coverage shall not be amended or cancelled without thirty (30) days prior notification to the City.

1.6 Sample Agreement

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

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND**

**FOR PROFESSIONAL ENGINEERING SERVICES
REGARDING HVAC CHILLER UNITS FOR VARIOUS CITY FACILITIES**

THIS AGREEMENT, entered into this ____ day of _____, 2010, by and between the **CITY OF NORWALK**, acting herein by Richard A Moccia, Its Mayor, duly authorized, (hereinafter referred to as the "CITY"), and _____, an engineering firm licensed to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of the State of Connecticut, and having offices at _____, Connecticut _____, acting herein by _____, P.E., its Principal, duly authorized, (hereinafter referred to as the "ENGINEER").

WITNESSETH THAT:

WHEREAS, the CITY has determined that it needs professional engineering services for the replacement of a HVAC Chiller Units at Norwalk City Hall, Public Works Center [Admin Building] and the Ben Franklin Center (hereinafter the "Project"); and

WHEREAS, the CITY has selected the ENGINEER based on the ENGINEER's representations that it is qualified and capable of performing the needed professional services in a professional and timely manner, in order to meet the CITY's needs and requirements; and

WHEREAS, the ENGINEER has agreed to perform the engineering services set forth herein in a diligent, professional and timely manner; and

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

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

Article 1: Employment of the Engineer

101. The CITY hereby engages the ENGINEER and the ENGINEER hereby agrees to perform the services hereinafter set forth. The principal in charge of the services to be undertaken by the ENGINEER pursuant to this Agreement shall be _____, P.E., or such other qualified person designated by the ENGINEER in writing who is acceptable to the CITY.

102. The CITY's Building and Facilities Manager, Alan Lo, or his representative (hereinafter the Director), will direct the performance of the Project under this Agreement on behalf of the CITY.

A. The Department of Public Works shall be referred to herein as the "Department".

103. A. It is the intent of this Agreement to secure the personal services of the ENGINEER's duly authorized and competent employees, acceptable to the CITY. Failure of the ENGINEER for any reason to make such persons available to serve the CITY hereunder to the extent necessary to perform this Agreement in a reasonably skillful, professional, and prompt manner shall be cause for termination of this Agreement. All persons engaged in the services required under this Agreement shall either themselves be properly authorized, licensed, and permitted under State law to perform such services or shall be directly supervised by such an individual as set forth in Chapter 391 of the Connecticut General Statutes.

B. The ENGINEER shall not subcontract any of the services to be performed by it under this Agreement without the express prior written approval of the Director, which approval shall not be unreasonably withheld.

C. In the event that the CITY approves of the hiring of subcontractors or subconsultants to pursue the Project, the ENGINEER agrees to cooperate as fully as possible with the CITY and any and all such subcontractors and subconsultants in the interests of the Project. The ENGINEER shall be as fully responsible to the CITY for the acts and omissions of the ENGINEER's subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor approved by the CITY to agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which ENGINEER is bound.

Article 2: Scope of Services

201. The services to be performed by the ENGINEER under this Agreement shall be as outlined in the ENGINEER's Proposal dated _____, which is attached hereto and made a part of this Agreement as **Exhibit A**. The ENGINEER shall not commence performance of any services, nor shall it incur any charges in connection therewith, until such time as it receives written authorization from the Director

to do so. Upon receipt of such notice to proceed, the ENGINEER shall immediately commence work and diligently perform in order to complete the Project by the date set forth in Article 4 hereof.

The CITY may, from time to time, request changes in the scope of services to be performed by the ENGINEER hereunder. Any such change, including any increase or decrease in the services to be performed and the corresponding amount of compensation to be paid therefor shall be mutually agreed upon by and between the CITY and the ENGINEER, and shall be incorporated in a written amendment to this Agreement signed by both parties.

The ENGINEER covenants and agrees that it will perform its services under this Agreement in accordance with the prevailing standards of care and practices of its profession. The ENGINEER shall assume full and complete responsibility for the accuracy of all products of its services and that of any subconsultants utilized under this Agreement. It shall so indicate this by having the signature and Connecticut Professional Engineer's Seal of each ENGINEER used to perform services under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents. The ENGINEER shall also be responsible for verifying the accuracy of all information and documents provided to it by the CITY, which it may rely upon in the performance of its services hereunder.

202. In performing the services required under this Agreement, plans, designs and other documents submitted by the ENGINEER shall conform to all applicable provisions of Federal, State and local laws and regulations, especially those requirements necessary to obtain approval of the design documents by governing bodies having authority over the Project.

The ENGINEER shall indemnify, defend and save harmless the CITY for any damages, claims, actions and losses arising from plans, designs, documents, and other products of its services used in connection with the Project, which do not conform to applicable provisions of laws, relevant standards, regulations and the highest professional standards generally prevailing within the Engineering profession, irrespective of whether the CITY has approved such plans, designs, documents or products. The provisions of this paragraph shall survive the expiration or termination of this Agreement and shall in no way be limited by reason of any insurance coverage. Failure of the plans, designs or documents to conform to applicable laws, regulations and professional standards shall be considered negligence on the part of and a breach by the ENGINEER for purposes of this Agreement.

203. In providing the services required under this Agreement, the ENGINEER shall meet with staff representatives of the Department as often as reasonably necessary and shall also be available upon request to meet and consult with members and staff of various departments of the CITY, and with other persons or entities, including Federal or State officials.

204. All plans, drawings and documents prepared by the ENGINEER pursuant to this Agreement shall be submitted to the Department for review and approval. The CITY shall review materials submitted by the ENGINEER within thirty (30) calendar days. In the event the CITY disapproves of any of the submitted materials, or any portion thereof, or requires additional, modified or substituted material in order to properly review the submission, the ENGINEER shall revise such

disapproved work and submit the revised, additional, modified or substituted materials to the CITY for its review and approval, which approval shall not be unreasonably withheld. Such revisions shall be performed by the ENGINEER at its sole cost if the submitted materials are disapproved due to the negligence of the ENGINEER, or the failure of the ENGINEER's work to conform either to reasonable standards within the profession, to the applicable provisions of federal, state and local laws, relevant standards and regulations as described in paragraph 202 of this Agreement, or to the scope of services and standard specifications included herein and made a part of this Agreement.

205. Unless otherwise specified in the Agreement, all written materials required to be submitted under this Agreement shall be submitted in one (1) copy. With respect to full-size plans and drawings, the ENGINEER shall submit one (1) signed and sealed black line print thereof sealed and with original ENGINEER's signature. In addition, the ENGINEER shall provide all documents, both written and drawings, in electronic format.

206. All of the materials prepared by the ENGINEER under this Agreement, including any partially completed documents, shall be sole and exclusive property of the CITY. The ENGINEER shall label all drawings and documents accordingly. The CITY shall use materials prepared by the ENGINEER under this Agreement solely for the purpose of bidding and construction for the Project contemplated herein. The ENGINEER, upon prior written approval by the City, may publish materials prepared under this Agreement.

The ENGINEER agrees that it shall preserve all of its records and accounts concerning the performance and implementation of this Agreement for a period of eight (8) years after final payment is made under this Agreement. If any litigation, claim or audit, directly or indirectly pertaining to the Project or the ENGINEER's services in connection therewith, is started before the expiration of the eight (8) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been finally resolved.

207. Additional Services

A. Additional Services beyond the scope of this Agreement shall be performed by the Engineer only with the prior written authorization of the Director. In the event the ENGINEER does not obtain permission of the Director for any Additional Service, the CITY shall not be liable to the ENGINEER for the cost of any such service.

Additional Services under this Agreement may include, but are not limited to, the following:

1. Providing special overnight courier service, and reproduction of design and construction documents in excess of the number of copies required herein.
2. Preparation of special presentation materials such as detailed presentation models or renderings.
3. Special testing services and

surveying services.

The ENGINEER agrees that, should the scope of the services under this Agreement be reduced, such reduction will be reflected in a commensurate reduction of the compensation paid to the ENGINEER hereunder.

Article 3: City's Responsibilities

301. The CITY shall provide the ENGINEER with all information in its possession regarding requirements for the Project and shall use its best efforts to obtain such other information as is needed by the ENGINEER in order to perform the services required under this Agreement. The CITY shall furnish the Engineer such plans of the Lockwood House building as the City may have in its possession. The City also shall furnish any reports and test results concerning the structural, mechanical, electrical, and air systems pertaining to the aforesaid building. If necessary, the City shall assist the ENGINEER in obtaining any other necessary information. However, the CITY shall not be responsible for and shall not warrant the accuracy or content of any of the information or data set forth in the documents that it provides or assists the ENGINEER in obtaining. The ENGINEER expressly agrees that it shall make no claim against the CITY for any alleged damages arising out of the information or data provided or obtained by the CITY. The ENGINEER shall be responsible at its own expense to make all necessary field inspections and to perform such other tasks needed to verify all information provided or obtained by the CITY.

302. The CITY shall provide the ENGINEER with reasonable access to all areas within Lockwood House as may be needed in connection with the ENGINEER's performance of its services hereunder.

303. The CITY shall furnish the ENGINEER with complete Construction Standards and General Specifications for the Project, as modified or amended during the course of this Agreement.

Article 4: Time Provisions

401. This Agreement shall remain in full force and effect, unless earlier terminated, until the documents prepared under this Agreement have been accepted by the CITY, which acceptance shall not be unreasonably withheld.

402. The ENGINEER shall complete the services to be performed under Article 2 by .

403. The CITY may, by a signed written statement, extend the time for performance of the services hereunder beyond the period stipulated above when the work has been delayed for reasons beyond the control of the ENGINEER. In the event that the CITY extends the time for performance beyond one (1) year from the date for completion specified in Section 402, the ENGINEER and the CITY may renegotiate the compensation payable hereunder on the basis of current conditions.

Article 5: Compensation

501. Payment for Engineering Services

A. The CITY shall compensate the ENGINEER for the satisfactory performance of the professional services set forth in Article 2 and in Exhibit A a total amount not to exceed (\$) as set forth below:

B. Reimbursable costs directly related to the ENGINEER's services shall not be reimbursed by the CITY without specific prior written approval of the Director.

C. The maximum amount to be paid to the Engineer under this Agreement for professional services and reimbursable costs shall not exceed (\$).

This amount shall not be exceeded without the ENGINEER first obtaining prior written authorization from the CITY, to be evidenced by a signed Amendment to this Agreement.

Article 6: Method of Compensation

601. For engineering services performed under this Agreement, the CITY shall make payments to the ENGINEER on the basis of itemized invoices, certified by a principal of the ENGINEER, setting forth the services performed, the percentage of completion of the Project that has been accomplished by the services covered by the invoice, and the compensation due the ENGINEER based upon the calculation of payment set forth in Section 501. The CITY may, prior to making any payment under this Section, require the ENGINEER to submit such additional information as is reasonable.

602. After completion of all components of the Project, the ENGINEER shall submit an invoice for one hundred percent (100%) completion of engineering services under this Agreement. Compensation previously paid shall be adjusted to reflect additions or deductions based upon final accounting of all invoices for work performed in accordance with the provisions of Section 501. Payment of such adjustments shall not be deemed to require an amendment to this Agreement, with the one exception that the maximum payment specified in Section 501 shall not be exceeded without an amendment to this Agreement. Acceptance by the Engineer of final payment for the services performed under this Agreement shall constitute a full and complete release of the CITY,

its officers and agents, of all claims, demands and liabilities to the ENGINEER related to this Agreement.

Article 7: Insurance

701. Prior to commencing any services hereunder, the ENGINEER shall secure at its own cost and expense, insurance coverage in the amounts and of the types listed below. Such insurance coverage shall be maintained continuously until the completion of the ENGINEER's services hereunder, except in the case of Errors and Omissions coverage which shall be maintained for eight(8) years after final completion.

A. **Liability Insurance.** The ENGINEER shall, with respect to the operations the ENGINEER performs under the terms of this Agreement and also those performed for it by subcontractors, carry for the duration of this Agreement and any supplements thereto, with the City of

Norwalk being named as an additional insured party for item (1) below, the following minimum liability insurance coverage. Said coverage is to be provided by an insurance company or companies satisfactory to the CITY. Each insurance policy shall state that the insuring company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

(1) Insurance providing for a total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

(2) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance in the following amounts: Insurance providing for a total limit of One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

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

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

C. **Errors and Omissions.** The ENGINEER shall carry Errors and Omissions Insurance (Professional Liability Insurance) protecting against liability for work performed during the course of this Agreement in the minimum sum of One Million Dollars (\$1,000,000.00). Said policy shall remain in full force and effect from the date of this Agreement for a period of eight (8) years after the work has been accepted by the CITY or, if this Agreement is amended to include additional work to be performed by the ENGINEER, for eight (8) years following the acceptance of the completed design or any other work called for by such Amendment, subject to the continued commercial availability of such insurance. It is understood that the amount of coverage and period of coverage for this Project under such insurance policy may not be changed, except upon the prior written approval of the CITY.

All insurance shall be taken out and maintained at no cost or expense to the CITY and the ENGINEER shall be responsible for the full amount of any deductible.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the ENGINEER agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance if such insurance is applicable to the services to be performed by the ENGINEER under this Agreement, as soon as such coverage is available.

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

Article 8: Indemnification

801. The ENGINEER shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which may be related to or due in any way to the acts or omissions of the ENGINEER, its employees, representatives, agents, or subcontractors, in connection with the performance of or the failure to perform the services under this Agreement including any amendments and supplements hereto regardless of whether the ENGINEER was negligent. This provision shall also include a warrantee pertaining to the adequacy and sufficiency of the ENGINEER'S plans and specifications. Specifically, the ENGINEER warrants that if the project is constructed in accordance with the plans and specifications, then the result will be a defect-free product. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other term or provision of this Agreement; and shall not be limited by reason of any insurance coverage.

Article 9: General Provisions

901. The CITY may at any time, and for any reason, direct the discontinuance of the services contemplated under this Agreement for a period of time. Such direction shall be in writing and shall specify the period during which the services shall be discontinued. The services shall be resumed on the dates specified in such

direction, or upon such other date as the CITY may thereafter specify in writing.

The period during which such services shall have been discontinued shall be deemed added to the time for performance. In the event that the CITY directs the discontinuance of the services hereunder for a period of time in excess of one (1) year, through no fault of the ENGINEER, the parties may negotiate an adjustment in the fees payable hereunder due to a rise in the cost of performance. Discontinuance of

services under this Article shall not give rise to any claim against the CITY.

902. The CITY may at any time and for any reason terminate this Agreement for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be

paid for in such amount as shall compensate the ENGINEER for the portion of the services satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the ENGINEER, and shall be subject to audit by the CITY's Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

903. In the event the Director determines that there has been a material breach by the ENGINEER of any of the terms of the Agreement, or that the ENGINEER refuses or has failed to perform the required services or any part thereof in a timely, professional and diligent manner as will insure its completion in accordance with the requirements hereof, the CITY has the right, power and authority to terminate this Agreement for cause upon providing the ENGINEER three (3) days written notice. By the terms of this Agreement, the CITY may, but is not obligated to, provide the ENGINEER with the opportunity to cure the breach before the termination becomes effective. In the event the CITY terminates the Agreement for cause, the ENGINEER shall be obligated to pay the CITY for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby.

For the purpose of completing the Project, the CITY may, for itself or for any of its Engineers, take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the CITY may otherwise have.

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

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

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

A. The ENGINEER will be unable to perform the services required under this Agreement fully, professionally, and satisfactorily within the time fixed for performance; or

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

then the CITY may withhold payment of any amount otherwise due and payable to the ENGINEER hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss and may, after written notice to the ENGINEER, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right against the CITY or claim against the CITY by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

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

906. 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 ENGINEER covenants that no person having such interest shall be employed in the performance of this Agreement.

907. 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.

908. The ENGINEER shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the services required by this Agreement.

909. During the performance of this Agreement, the ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, physical disability or national origin.

910. This Agreement and its attachments constitute the entire understanding and agreement of the parties respecting the subject hereof and supersede any and all agreements, negotiations, commitments and writings reached by the parties prior to the execution of this Agreement, whether oral or written. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

911. In case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern.

912. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

913. The CITY and the ENGINEER each binds itself and its successors and assigns to the other party and to such party's successors and assigns with respect to all covenants of this Agreement. The ENGINEER shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

914. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

915. The ENGINEER warrants that it has no interest in the subject matter of this Agreement and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The ENGINEER

further warrants that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The ENGINEER represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Engineer to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Engineer) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. The ENGINEER represents that no person or persons not named in the ENGINEER's qualification and proposal, have any financial or personal interest in the ENGINEER's performance hereunder.

For the breach or violation of this provision, without limiting any other rights or remedies to which the CITY may be entitled or any civil or criminal penalty to which any violator may be liable, the CITY shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the payments to be made pursuant to this Agreement, or otherwise to recover the full amount of such fee, commission, percentage, gift or consideration.

916. 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:

Building and Facilities Manager
Department of Public Works
125 East Avenue
Norwalk, Connecticut 06851

With a copy to:

Office of Corporation Counsel
City Hall
P. O. Box 798
Norwalk, Connecticut 06856

To the Engineer:

917. The ENGINEER represents to the CITY as follows:

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

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

918. The City of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

By signing this Agreement the Engineer hereby certifies to the City of Norwalk that it is in compliance with all applicable regulations and laws governing employment practices.

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

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

By: _____, Its Mayor
Duly Authorized
Date Signed: _____

By: _____
Its
Duly Authorized
Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date Signed: _____

End of Section

SECTION 2 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

ADDENDA information is available over the Internet at <http://www.bid.ci.norwalk.ct.us/http://www.bid.ci.norwalk.ct.us/html/add.htm> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided at the bottom of the internet bid page. This service is also available via FAX. Dial 203_854_7897 from any phone to access the Purchasing Department's Express Request Line. Request document #1001. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the submission deadline.

SUMMARIES will be available any time after 5:00 PM on the day of the submission opening over the Internet at <http://www.bid.ci.norwalk.ct.us/html/sum.htm> . This service is also available via FAX. Dial 203_854_7897 from any phone to access the Purchasing Department's **Express Request Line**. The document number to request will be the same as the project number indicated in the RFP documents. Submission results will not be provided over the phone.

AWARD NOTIFICATION will be issued by mail.

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

RFP RESPONSES are to be delivered to:

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

See section 3 for information on delivering submissions by fax.

2.1 Proposal Submission:

All proposals submissions must include the following:

- A. A resume of company accomplishments and abilities in the various fields involved in this project.
- B. An outline of services to be rendered including delegation of responsibilities of key personnel.
- C. Names of key personnel assigned for duration of contract; a description (resume) of applicable background of these personnel.
- D. A Commitment to give notice to the City of any changes in key personnel as outlined in item C above, and City's option to reject such candidate.
- E. Attach a list of comparable projects the Firm has completed within the past four years giving the following information for each.

Name of Company/Municipality

Address

Name and telephone number of contact person.

Project Scope

Budgeted Project Cost and Final Project Cost (state reasons for any substantial difference

- F. Fee schedule – see Pricing response form 2.2

You may include any additional information which demonstrates the Firm's qualification for this work.

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

2.2 PRICING RESPONSE FORM – Engineering Services – HVAC – Chiller Units – Various Locations

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

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

The undersigned further understands and agrees that he will furnish and provide all the necessary in-house staffing and outside sub-consultants, 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 Firm and the City.

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

A. HVAC – Chiller Unit – Norwalk City Hall

1.	Documentation of Condition of existing chiller system...	\$
2.	Preliminary Design/Design Development...	\$
3.	Construction Document ... (Include \$3K allowance per spec)	\$
4.	Bid Process and Bid Evaluation...	\$
5.	Construction Administration...(Include \$3K allowance per spec)	\$
6	Total Fee for all components (items 1 thru 5) of this project	\$
Total (Lump Sum) Fee in Writing:		

- Continued Next Page-

2.2 PRICING RESPONSE FORM – Engineering Services – HVAC – Chiller Units – Various Locations

Vendor Name _

B. HVAC – Chiller Unit – Public Works Garage – Administration Facility

1.	Documentation of Condition of existing chiller system...	\$
2.	Preliminary Design/Design Development...	\$
3.	Construction Document...	\$
4.	Bid Process and Bid Evaluation...	\$
5.	Construction Administration...(Include \$2K allowance per spec)	\$
6	Total Fee for all components (items 1 thru 5) of this project	\$

Total (Lump Sum) Fee in Writing:

C. HVAC – Chiller Unit – Ben Franklin Center

1.	Documentation of Condition of existing chiller system...	\$
2.	Preliminary Design/Design Development...	\$
3.	Construction Document...	\$
4.	Bid Process and Bid Evaluation...	\$
5.	Construction Administration...(Include \$3K allowance per spec)	\$
6	Total Fee for all components (items 1 thru 5) of this project	\$

Total (Lump Sum) Fee in Writing:

Insurance Agency Name -		Tel.-	
Agency Address -			

Submitted by -		
Authorized Agent of the Firm (name and title)		Date

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

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

2.3 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your Firm's past performance.
(Failure to provide this information may be regarded as justification for rejecting a bid.)

1. Number of years in business _____.

2. Number of personnel employed: Pt. time _ _____, Full _ _____,

3. List six contracts of this type/size your firm has completed within the last three years:

4. ORGANIZATIONAL STRUCTURE OF THE FIRM (check which applies)	☐	general partnership
	☐	limited partnership
	☐	limited liability corporation
	☐	limited liability partnership,
	☐	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify)

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations: Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
		☐	☐
	Out-of-State corporations _ Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the submission opening.)	Yes	No
		☐	☐
		☐	☐

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:					
Business Name					
Address					
City		State		Zip	
Name of Agent					

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the submission opening will be required within 30 days of the submission opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the submission opening.

7. Your Firm may be asked to submit the following information relative to your Firm's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets () Total Liabilities)
- b. Working Capital (Current Assets () Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. SUBCONTRACTORS: If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

FIRM NAME	ADDRESS	PRINCIPAL	PHONE

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this proposal.

End of Section

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 _ GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 011205 or later on file you may obtain a copy over the Internet at <http://www.bid.ci.norwalk.ct.us/html/terms.htm> . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. A link to the Adobe site is provided. This service is also available via FAX. Dial 203_854_7897 from any phone to access the Purchasing Department's Express Request Line. Request document number 1006.

SECTION 4

CITY OF NORWALK GENERAL SPECIFICATIONS FOR CONSTRUCTION

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 040808 containing Sections 101 thru 109-15 (eight-three pages) on file you may download this section from our website. www.bid.ci.norwalk.ct.us Refer to the "Bid" tab, then click on the tab labeled "Terms and Conditions", click on document #1008 – "General Conditions for Construction"

SECTION 5 – LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 010609, Express Request Doc. #1019

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 010609 or later on file you may download a copy from the Terms and Conditions section of our website at <http://www.bid.ci.norwalk.ct.us/1019.pdf> Document number **1019**

E X H I B I T S

- **Norwalk City Hall Facility**
MEP DRAWINGS (4 drawings)
- **Public Works Maintenance Garage Facility**
MEP DRAWINGS (5 drawings)
Geo-Technical Report (46 pages)
- **Ben Franklin Center Facility**
MEP DRAWINGS (5 drawings)