

**MAYOR
DANNEL P. MALLOY**



**OFFICE OF
PURCHASING AGENT
(203) 977-4106
(203) 977-5253 FAX**

**CITY OF STAMFORD
PURCHASING DEPARTMENT
888 WASHINGTON BOULEVARD
P.O. BOX 10152
STAMFORD, CT 06904-2152**

**REQUEST FOR PROPOSALS #465
PROFESSIONAL DESIGN SERVICES
FOR BUILDING RENOVATIONS**

PROPOSALS DUE:

FEBRUARY 7, 2008 @ 4:00 P.M.

SUBMIT TO:

**CITY OF STAMFORD
888 WASHINGTON BOULEVARD
STAMFORD, CT 06904-2152**

ATTENTION:

**PETER PRIVITERA
PURCHASING AGENT**

NUMBER OF COPIES REQUIRED:

5

**MANDATORY PRE-PROPOSAL
MEETING:**

**THURSDAY, JANUARY 24, 2008 @
2:00 P.M. AT THE SOLID WASTE
OFFICE BUILDING**

- 1. PLEASE COMPLETE THE "QUESTIONNAIRE REGARDING AFFIRMATIVE ACTION" FORM ON PAGE #4 UNDER EQUAL EMPLOYMENT OPPORTUNITY.**

Date Issued: 1/15/07

Non-Collusion Affidavit

The undersigned, having been duly sworn, affirms and says that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

Name of Proposer: _____

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ : S.S.: Date: _____
COUNTY OF _____ :

Personally appeared _____, as _____
of the above named firm, and attested that the foregoing statements are true and
accurate to the best of his/her knowledge and belief.

Notary Public
My Commission Expires: _____

EFFECTIVE: 12/8/05

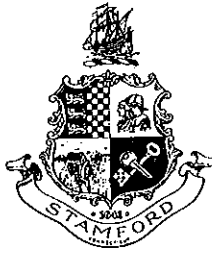
Non-Collusion Certification – RFP/RFQ

By submission of this Proposal, each Proposer or person signing on behalf of the Proposer, certifies that to the best of his/her knowledge and belief:

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with a competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

EFFECTIVE: 12/8/05

**MAYOR
DANNEL P. MALLOY**

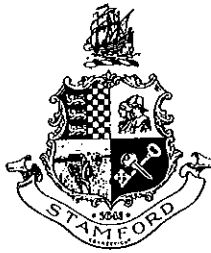


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GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

EFFECTIVE: September/06



CITY OF STAMFORD
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STAMFORD, CT 06904-2152

EQUAL EMPLOYMENT OPPORTUNITY

1. Notification to Bidders

The contract awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes.

The City of Stamford aggressively solicits the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials. "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: (1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n. "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans; (2) Hispanic Americans; (3) persons who have origins in the Iberian Peninsula; (4) Women; (5) Asian Pacific Americans and Pacific Islanders; and (6) American Indians. An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The City will consider the following factors when reviewing the Bidder's/Proposer's qualifications:

- (a) success in implementing an affirmative action plan;
- (b) where applicable, success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) a promise to develop and implement a successful affirmative action plan;
- (d) submission of employment statistics contained in the Connecticut Commission on Human Rights and Opportunities ("CCHRO") "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and

- (e) a promise to set aside a portion of the contract for legitimate minority business enterprises.

1. Non-Discrimination

(a) The contractor agrees and warrants that in the performance of the contract, 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, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor 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. If the contract is for a public works project, the contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and supplies of materials on such project. The contractor further agrees to take affirmative action to ensure 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, sexual orientation, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "Affirmative Action-Equal Opportunity Employer" in accordance with regulations adopted by the CCHRO;

(c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a copy of these provisions, advising the labor union or worker's representative of the contractor's commitments under these provisions and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(d) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, and with each regulation or relevant order issued by said CCHRO;

(e) the contractor agrees to provide the City with such information requested by the City, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor.

3. Subcontractors

The contractor shall include the provisions of subsection (2) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the City and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CCHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the City may direct as a means of enforcing such provisions.

The contractor agrees to comply with the CCHRO's requirements as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

QUESTIONNAIRE REGARDING AFFIRMATIVE ACTION

1. Does your firm maintain an affirmation action plan?
If so, please submit a copy with your Bid. Yes ☐ No ☐
2. If applicable, does your firm and/or its subcontractors maintain
an apprenticeship program?
If so, please identify. Yes ☐ No ☐
3. If your firm does not maintain an affirmative action plan, please
indicate your intent to develop and implement such a plan. Yes ☐ No ☐
4. Please submit an Employment Information Form, as per the **attached**. Yes ☐ No ☐
5. Please indicate your intent to set aside a portion of the contract for
legitimate minority enterprises. Yes ☐ No ☐

EFFECTIVE: 4/27/05

- Joint Reporting
Committee
- Equal Employment
Opportunity Com-
mission
- Office of Federal
Contract Compli-
ance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV 01/2005

O.M.B. No. 3048-0087
EXPIRES 01/2009
100-414

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

(1) ☐ Single-establishment Employer Report

Multi-establishment Employer

(2) ☐ Consolidated Report (Required)

(3) ☐ Headquarters Unit Report (Required)

(4) ☐ Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) ☐ Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only)

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

Address (Number and street)

City or town

State

ZIP code

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

Address (Number and street)

City or Town

County

State

ZIP code

b. Employer Identification No. (IRS 9-DIGIT TAX NUMBER)

c. Was an EEO-1 report filed for this establishment last year? ☐ Yes ☐ No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

☐ Yes ☐ No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

☐ Yes ☐ No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

☐ Yes ☐ No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number. (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D - EMPLOYMENT DATA

Employment at this establishment - Report all permanent, full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)															
	Race/Ethnicity															
	Hispanic or Latino		Not Hispanic or Latino										Total A - N			
	Male	Female	Male					Female								
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials and Managers	1.1															
First/Mid-Level Officials and Managers	1.2															
Professionals	2															
Technicians	3															
Sales Workers	4															
Administrative Support Workers	5															
Craft Workers	6															
Operatives	7															
Laborers and Helpers	8															
Service Workers	9															
TOTAL	10															
PREVIOUS YEAR TOTAL	11															

1. Date(s) of payroll period used _____

(Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

- What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocery, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity)

Section F - REMARKS

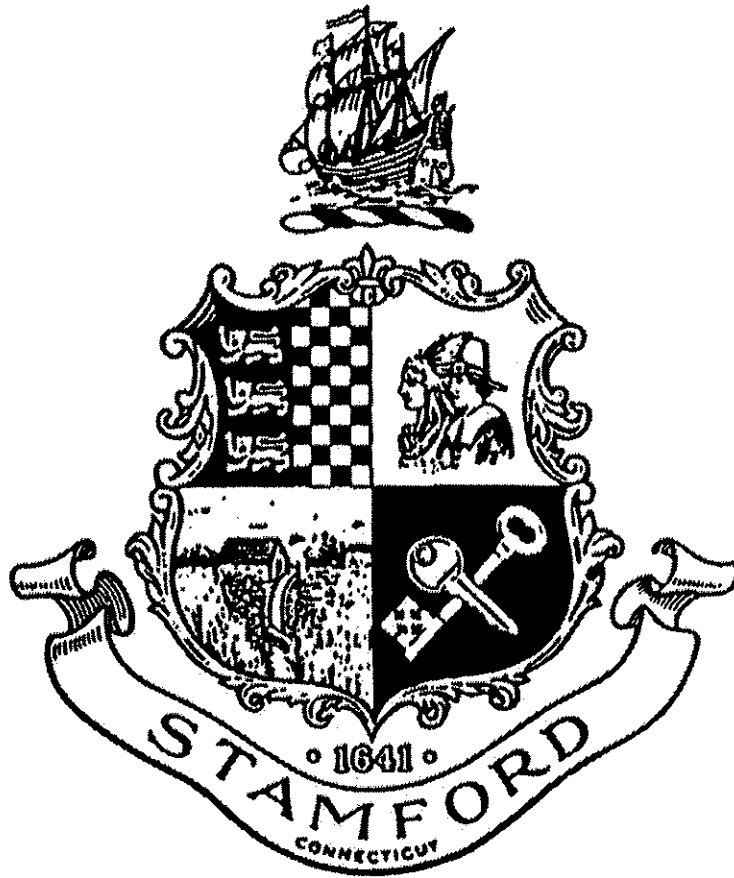
Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information

Section G - CERTIFICATION

Check ☐ 1 All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 or ☐ 2 This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report	Title	Address (Number and Street)	
City and State	Zip Code	Telephone No. (including Area Code and Extension)	Email Address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(a) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001



CITY OF STAMFORD

REQUEST FOR PROPOSALS

FOR

**PROFESSIONAL DESIGN SERVICES
FOR BUILDING RENOVATIONS**

1.0 INTRODUCTION

The City of Stamford Engineering Bureau invites professional architectural and engineering firms to submit proposals for design services to complete code compliant bid documents for mechanical, heating, ventilation, & air conditioning equipment upgrades as well as roof replacement, masonry restoration, renovation and construction of new toilet rooms, locker rooms, showers, laundry room, and kitchen for the City of Stamford Solid Waste Division Office Building. The scope of work includes design and construction drawings and specifications for equipment upgrades, roof replacement, bathroom renovations and additions, and kitchen additions throughout the facility in accordance with the requirements, terms, and conditions of this Request for Proposal (RFP).

1.1 GENERAL SCOPE OF WORK

The goal of this project is to provide renovations to an outdated office building which serves the Solid Waste Division for the City of Stamford. The building is over fifty (50) years old and is in need of renovations for a better working environment. The existing roofing structure is a built-up roof with gravel ballast. Existing mechanical systems include one (1) boiler that provides hot water to baseboard radiation on the second floor and to wall heaters on the first floor. There is an existing gas-fired domestic hot water heater serving bathrooms and several showers. Two air handling units provide central cooling via roof mounted condensing units each serving a respective air handler for each floor.

Scope of design and documents shall include, but not be limited to:

HVAC Upgrades – There are major concerns regarding the indoor air quality of this building due to equipment that is severely aged and/or failing. There are three roof exhaust fans of which only one operates. Investigate the feasibility of installing a new gas-fired roof top unit to provide heating and cooling capabilities for this building. Consider number of units, capacities, zoning, structural requirements, duct runs, high efficiency filtration due to building being located on the grounds of waste and sewage center, VAV boxes, proper temperature controls, outdoor air requirements, exhaust requirements, removal and/or abandoning of equipment. Provide for necessary power for each piece of equipment.

Roof Replacement – Leaks have developed at the existing roof, parapet and masonry staircase penthouse. Design for the removal of existing roofing materials and installation of new roof. Identify all failing conditions regarding leaks and specify and design such that envelope is water tight. Address brick masonry repointing and crack repairs on penthouse. Investigate roof drains for blockage or other faulty condition. New curbs, dunnage, railings and roof drains may be necessary to serve new roof-top unit and are to be incorporated into roof documents.

Renovate and Add Locker/Shower & Toilet Rooms – Reconfigure four (4) toilet rooms to better suit the needs of the occupants. Add one (1) unisex handicapped accessible toilet room and two (2) locker rooms with showers. Include washer and dryer area for laundry @ one. Provide necessary plumbing, power, waste, and venting.

New Kitchen – Design a new kitchen within this building. Include for the installation of a range with exhaust hood, plumbing requirements for sink and dishwasher stations, and cabinets for storage. Include washer and dryer area for laundry. Provide all necessary plumbing, electrical, and gas services for the operation of this equipment and meeting code requirements for fire suppression, venting exhaust gases and any make-up air requirements.

Construction Phasing – Phasing of this project may be necessary due to budgeting constraints and/or availability of funding. Multiple phases will be developed and identified on (probably) 1 bid set. Assume 3-4 separate phases of scopes of work [HVAC; roof & envelope; ½ toilet/shower; other ½ toilet/shower + kitchen] for this proposal. Additionally, include construction phasing to maintain the occupied facility.

1.2 CONTRACT AWARD

This RFP is not an offer to contract. Acceptance of a proposal neither commits the City of Stamford to award a contract to any firm, even if all requirements stated in this RFP are met, nor limits our right to negotiate in our best interest. The City reserves the right to negotiate a contract with the selected firm.

1.3 VALID PERIOD OF OFFER

The terms and conditions stated in your response must remain valid for 120 days from the date of delivery of the proposal to the City of Stamford.

1.4 REJECTION OF PROPOSALS

The Office of Operations and the Engineering Bureau reserve the right to refuse for any reason deemed to be in the City's best interest any and/or all proposals submitted under this RFP.

1.5 AVAILABILITY OF FUNDS

The contract award under this RFP is contingent upon the availability of Capital funds for this project. In the event that funds are not available any contract resulting from this RFP will become void and of no force and effect.

1.6 PAYMENT

Invoices shall be based upon the percentage of work completed and accepted by the Office of Operations. Invoices shall be approved by the Engineering Bureau and then processed to the Office of Administration. Fees are not to be based on cost of construction.

1.7 NEGOTIATED CHANGES

In the event that changes occur after the awarding of the contract, any policies called for in the original will remain in effect. Additional services shall be negotiated prior to their performance or acceptance by the City of Stamford. The basis for proposal and compensation shall be negotiated with an upset amount predetermined.

1.8 PROPOSAL INSTRUCTIONS

1.9 ISSUING OFFICE, RFP QUESTIONS & RESPONSE

This RFP is being issued by the Purchasing Department of the City of Stamford. For all procedural questions contact Peter Privitera, Purchasing Agent @ (203) 977-4317 or pprivitera@ci.stamford.ct.us . For all technical questions regarding this RFP, please contact:

Nancy Ormsby-Flynn, Operations Program Specialist II
City of Stamford Engineering Bureau
888 Washington Boulevard
Stamford, CT 06901
Tel: (203)-977-4637
Fax: (203)-977-4137
Email: normsby-flynn@ci.stamford.ct.us

All inquiries regarding this RFP must be in writing and post marked, delivered, or faxed prior to **January 31, 2008** to the above.

Five (5) copies of the proposal response must be received by the City of Stamford Purchasing Department located on 10th Floor Government Center at 888 Washington Boulevard, Stamford, CT, 06901 by **February 7, 2008**. Fax or email proposal responses will not be accepted. Please clearly mark the name and RFP number for this project on the outside of the envelope or box containing your proposal.

2.0 INSURANCE REQUIREMENTS

Insurance will be required in the amounts and limits of liability as stated in the "Insurance Requirements" attachment

2.1 WALK-THROUGH OF FACILITY & BUILDING INFORMATION

There will be a mandatory walk-thru on **January 24th @2PM** at the Solid Waste Office Building. Notify Nancy of your intention to attend walk-thru so that parking can be arranged.

Failure to attend mandatory walk-thru will disqualify firm's proposal. Follow-up visits may be made at Building Supervisors convenience, are not obligated and do not substitute as the guided walk-thru.

Solid Waste Division Office Building
Intersection of Pumping Station Rd. & Harbor View Ave.
Just past Gate & Transfer Station Scale House
Building Supervisor: Dan Colleluori, (203) 977-4117

Copies of the 1977 building renovations "as-built" drawings will be available @ the site and arrangements can be made to procure same.

Currently, this office building is occupied by two additional tenants who will be relocating and turning over their spaces to the Solid Waste Division.

SCOPE OF SERVICES

2.2 SCHEMATIC DESIGN & DESIGN DEVELOPMENT PHASES

The consultant is required to evaluate the existing systems and recommend all feasible and energy saving solutions. The consultant is required to perform all calculations, design and specify systems, prepare construction cost estimates and prepare proposed phased construction designs and schedules. Prepare design development documents and specifications for the proposed facility improvements. These documents should be developed in sufficient detail as required for submittal of the project for review and approval by the City of Stamford and other city agencies for 30, 60, and 90% design submittals. Follow and coordinate with all local guidelines. Documents will include but will not be limited to the following:

- Demolition and Removals
- Construction Phasing, Key Plans, and Notes
- Architectural, Structural, Mechanical, Plumbing, and Electrical plans, elevations and details as related and required by sections 1.1 and 1.1A of this RFP
- Kitchen Equipment Book Specifically Keyed to a Dimensioned and Detailed Layout Floor Plan
- Finish, Door, and Equipment Schedules, Installation Details and Construction Requirements
- General Conditions, Supplementary Conditions, Installation and Equipment Specifications, and Bid Form

Update the project cost estimate and proposed construction schedules at 30, 60, and 90% design submittals to reflect scope changes as the project documentation is developed as requested for each scope or phase. Estimate shall include more detail as each submission is discussed and accepted.

Coordinate with Engineering Bureau and local agencies for project approvals and documentation. Attend meetings as required regarding all design, scope and estimated items, trade coordination, construction administration personnel, City of Stamford procedures, schedule and as issues arise.

2.3 CONSTRUCTION DOCUMENTS PHASE

- Prepare final construction documents, consisting of drawings, specifications, and any other applicable documents as necessary, to a level suitable for competitive bidding of the project.
- Include all construction documents on AutoCAD (Version 2000) on CD-ROM for the City of Stamford's "As-Built" record.
- Provide final projected construction schedule and cost estimate based on phased construction pertaining to occupied building and function.

2.4 BIDDING PHASES

- Separate phases of work to be developed in conjunction with funding amounts and sources. Assume a minimum of three (3) phases for basis of this proposal.
- Supply two (2) sets of completed, signed and sealed drawings and specifications for Building Permit application. Assist contractor in obtaining approvals.
- Attend pre-bid meeting and answer contractor questions, provide needed addenda to be issued through the City of Stamford.
- Assist in the review of contractor bids and the award of the contract. Evaluate subcontractors and references; make recommendations to the Engineering Bureau of the City of Stamford as requested.

2.5 CONSTRUCTION ADMINISTRATION PHASE

- Provide periodic observation and monitoring of on-site construction activities to ensure that they are being performed in accordance with the contract documents, code compliance, schedule of values, industry standards, and good construction practice.
- Attend and prepare minutes of project meetings and on-site inspections. Photograph project progression and observations.
- Review and make recommendations for approval of contractor's payment requisitions, requests for extra work and change order applications as needed.
- Review shop drawings and all submittals for approval and compliance with codes, construction documents, industry standards, and manufacturer requirements.
- Prepare a minimum of two (2) punch lists of completed construction and work deficiencies as required until all issues have been resolved to the City's satisfaction.
- Assist the Engineering Bureau with Project Close-Out, "As-Built" drawings reviewed, warranties, etc. and issuance of final payment to contractor.

2.6 ENERGY EFFICIENCY SPECIFICATIONS

Provide all documentation of energy efficient materials specified and research any utility company rebates available for this application. Coordinate with grant department and local utilities for rebates.

2.7 PROPOSAL INFORMATION REQUIRED

Proposals shall contain the following information:

1. A listing of similar projects completed within the last five (5) years. Indicate estimated costs, actual costs, and dates completed. Provide client references of Building experience and contact person with telephone numbers. A listing of previous experience with state and/or city governmental agencies on similar projects.
2. Propose schedule for scope per phase. Allow for progress review by City of Stamford to secure approval prior to proceeding to next phase.
3. Identification of the project team including sub consultants.
4. Vitae on principles and proposed project staff.
5. Provide a lump sum price total with separate fixed fees for each phase: Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration totaling the lump

sum as per attached Fee Form for purposes of administering invoices. All reimbursable expenses shall be included in the Lump Sum price.

2.8 PROPOSAL SELECTION CRITERIA

1. Previous experience with similar or related projects that were successful.
2. Size of firm and experience and qualifications of designated design team as related to this project.
3. Experience with projects that were funded by governmental agencies.
4. Ability to complete projects within time and budget constraints.
5. Availability to adhere to project schedule for completion of construction documents as indicated herein.
6. Fee proposal for fixed amount per phase only. Fee proposals based on percentages of construction costs or time schedules will not be considered.

FEE FORM

DESIGN DEVELOPMENT PHASE:

CONSTRUCTION DOCUMENT PHASE:

CONSTRUCTION ADMINISTRATION PHASE:

TOTAL PRICE OF ALL ABOVE:
(INCLUDING ALL EXPENSES)

TOTAL PRICE IN WORDS:

AUTHORIZED SIGNATURE:

DATE:

NAME & TITLE:

PHONE:

COMPANY:

FAX:

ADDRESS:

City of Stamford
Insurance Requirements Design Services
Solid Waste Division Office Building Renovations

The Vendor shall maintain, at all times during the contract term, the following insurance coverages:

1. ***Comprehensive General liability*** insurance, which provides coverage for operations liability, completed operations and products liability, contractual liability, personal injury and advertising liability and broad form property damage coverage:
 - ◆ Must be written on an occurrence basis;
 - ◆ Completed operations and products liability insurance must be maintained for a period of not less than three (3) years following termination of the Agreement or completion of the services under the Agreement, whichever is later;
 - ◆ Contractual liability must insure any indemnities contained in the contract.
 - ◆ Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage and \$2 million in the aggregate;
 - ◆ City of Stamford and its employees, agents and officers to be designated as additional insureds.
2. ***Comprehensive automobile liability***, which provides coverage for liabilities arising out of the ownership, operation and maintenance of motor vehicles.
 - ◆ City of Stamford and its employees, agents and officers to be designated as additional insureds;
 - ◆ Limits of liability not less than \$1 million combined single limit per occurrence for bodily injury and property damage.
 - ◆ Insurance to cover all owned, non-owned, rented and leased vehicles.
3. ***Workers' compensation*** coverage, which complies with statutes and regulations of the State of Connecticut.
4. ***Employer's liability*** insurance, with minimum limits of liability of \$500,000 each accident, \$500,000 disease each employee and \$500,000 disease policy limit.
5. ***Professional liability*** insurance, which covers the services of the Vendor as described in the Agreement. Minimum limit of liability is \$1,000,000 each claim.

Additional Requirements:

- ◆ Any insurance underwritten on a claims made as opposed to an occurrence basis shall contain a retro-active date of the date the Agreement is executed or

commencement of services, whichever is earlier and an extended reporting period of not less than five (3) years following termination of the Agreement or completion of the services provided hereunder, whichever is later.

- ◆ All insurance required hereunder shall contain thirty days (30) prior written notice to the Risk Manager of the City of Stamford in the event of cancellation, termination or material change in any terms and conditions of the insurance required hereunder.
- ◆ All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and shall be primary without any right of contribution from any insurance maintained by or on behalf of the City of Stamford.
- ◆ The Vendor shall provide the Risk Manager of the City of Stamford with certificates of insurance evidencing the insurance required hereunder upon provisional award of the Contract and upon expiration of any insurance policies required hereunder.

ADDENDUM

CERTIFICATE OF INSURANCE

PRODUCER Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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INSURED Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number	COMPANIES AFFORDING COVERAGE	
	COMPANY A	Name of Insurance Company
	COMPANY B	Name of Insurance Company
	COMPANY C	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY (FOREIGN)	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE \$2,000,000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$2,000,000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$1,000,000
	OWNER'S & CONT PROT				EACH OCCURRENCE \$1,000,000
	Contractual Liability, Broad Form Property Damage, Broad form property damage and X,C,U coverage				FIRE DAMAGE (Any one fire) \$50,000
	☒ Contractual Liability coverage				MED EXP (Any one person) \$10,000
A	AUTOMOBILE LIABILITY	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT \$1,000,000
	☒ ANY AUTO				BODILY INJURY (Per Person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per Accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				AUTO ONLY - EACH ACCIDENT \$
	NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
	GARAGE LIABILITY				EACH ACCIDENT \$
	ANY AUTO				AGGREGATE \$
	EXCESS LIABILITY				\$
	UMBRELLA FORM				\$
	OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☒ STATUTORY LIMITS \$
	EMPLOYERS' LIABILITY				EACH ACCIDENT \$500,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				DISEASE - POLICY LIMIT \$500,000
	☒ INCL ☐ EXCL				DISEASE - EACH EMPLOYEE \$500,000
A	Professional Liability	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

City of Stamford and its employees, agents and officers designated as additional insureds under commercial general liability and automobile liability. All insurance maintained by Contractor shall be primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation under all policies required hereunder apply to City of Stamford, and its employees, agents and officers.

CERTIFICATE HOLDER City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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PLEASE NOTE: THIS AGREEMENT IS PROVIDED AS AN EXAMPLE ONLY. THE ACTUAL CONTRACT SUBMITTED FOR YOUR FIRM'S SIGNATURE WILL VARY BASED UPON THE PARTICULARS OF THE SPECIFIC BID/RFP PACKAGE.

A G R E E M E N T

THIS AGREEMENT dated the day of , 2007, by and between the **CITY OF STAMFORD**, a municipal corporation in the State of Connecticut, hereinafter referred to as the "City", 888 Washington Boulevard, Stamford, Connecticut 06904, acting herein by Dannel P. Malloy, its Mayor, hereunto duly authorized, and

hereinafter referred to as the "Consultant", acting herein by ,
duly authorized.

W I T N E S S E T H

WHEREAS, the City of Stamford solicited Request for Proposals # for ; and,

WHEREAS, the Consultant has responded to the City by submitting a Response to the Request for Proposal; and,

WHEREAS, the City has accepted the Consultant's Proposal for said work, pursuant to the terms hereinafter set forth.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The scope of services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in: (a) the City's Request for Proposal # , attached hereto as Exhibit A and made a part hereof; and (b) the Consultant's Proposal, Exhibit B attached hereto and incorporated herein.

2. COMPENSATION. The City shall pay as compensation to the Consultant a fee of

3. TIME OF COMMENCEMENT AND COMPLETION OF WORK. The Consultant shall commence the work hereunder upon the execution of this Agreement by both parties and shall complete said work in a timely, efficient, and diligent manner. It is agreed and understood that time is of the essence, and that if the Consultant fails to perform the work within the period allowed, the City shall have the right to terminate this Agreement and/or pursue appropriate legal recourse for the Consultant's breach of this Agreement.

4. REVIEW OF WORK. The Consultant will permit the City, its officers, agents, and employees, to review, at any time, all work performed under the terms of this Agreement at any stage of the work.

5. INDEMNIFICATION. The Consultant shall indemnify and hold harmless the City, its officers, agents and employees, from and, if requested, shall defend them against any loss, cost, damage, injury, liability, and claim for injury to or death of a person, including employees of the Consultant or loss of or damage to property, resulting directly or indirectly from the Consultant's performance of this Agreement, or by any omission to perform some duty imposed by law or agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, Consultants and experts, and related costs and the City's cost of investigating any claims against it.

In addition to the Consultant's obligation to indemnify the City, the Consultant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Consultant by the City and continues at all times thereafter.

The Consultant shall indemnify and hold the City, its officers, agents and employees, harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses arising out of the Consultant's performance of this Agreement.

6. ASSIGNMENT. The Consultant shall not assign, sub-contract, or transfer any portion of the work set forth herein without the prior written approval of the City.

7. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement.

8. INSURANCE. The Consultant shall provide and pay for such insurance as is set forth in Exhibit A - Insurance Requirements of the City of Stamford, attached hereto as Exhibit A and made a part hereof.

9. REPRESENTATION. The Consultant represents that it is an expert in relation to the work to be performed under this Agreement. The Consultant further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work and the City relies upon said representation in executing this Agreement.

10. INTERPRETATION. The parties agree that in the event of any ambiguity between the terms of this Agreement, the City's Request for Proposal (Exhibit A), and the Consultant's Proposal (Exhibit B), the City in its sole discretion shall determine the terms and/or the documents which shall prevail and take precedence.

11. NON-APPROPRIATION. Consultant acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Consultant.

12. SUBCONTRACTING. The Consultant is prohibited from subcontracting this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, the specific subConsultants proposed to be used by the Consultant. An agreement made in

violation of this provision shall confer no rights on any party and shall be null and void.

In addition to the foregoing, pursuant to Section 103.4 of the Code, the Consultant agrees to supply the City with the names and addresses of all subConsultants to be used for any subcontract which shall be in an amount in excess of Ten Thousand Dollars (\$10,000.00). Said information shall be supplied at the time such contracts are executed.

13. CONTRACT EXTRAS. Pursuant to Section 23-18.4C of the Code, it is specifically understood and agreed by the Consultant that all contract extras regarding this contract shall be governed by the City Charter and/or the Code. The City shall not be liable for payment of any additional costs unless the provisions of the City Charter and/or the Code are fully complied with. The provisions of the City Code can be found at www.municode.com

14. COMPLIANCE WITH CITY CODE PROVISIONS. The Consultant shall fully comply with the requirements of Sections 103-1 through 103-7 of the Code. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate the Agreement upon written notice to the Consultant. The provisions of the City Code can be found at www.municode.com

15. TERMINATION. A. **TERMINATION FOR CAUSE.** If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant and/or its subConsultants under this Agreement shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials to the effective date of termination.

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete.
- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of the Agreement, or is in violation of any specific provision thereof.
- 3) If the City reasonably determines satisfactory performance of the Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by completion of the Work/Project. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become its property. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement.

16. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut.

17. GIFTS: During the term of this contract, including any extensions, the Contractor shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City of Stamford or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Contractor shall include its officers, directors, employees, and owners of more than 5% equity in the contractor. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF STAMFORD

Peter Privitera
Purchasing Agent

Date: _____

By _____
Dannel P. Malloy
Mayor

Date: _____

THE CONSULTANT

Witness

By _____
Date: _____

Approved as to Form:

B. Rosenberg
Asst. Corp. Counsel

Date: _____

Approved as to Insurance:

A. M. Mones
Risk Manager

Date: _____

REVISED: SEPTEMBER/06