



**DEPARTMENT OF FINANCE  
OFFICE OF PURCHASING**

April 14, 2011

| <b>REQUEST FOR PROPOSALS - Public Art Display Opportunity – So. Norwalk Train Station</b> |                |                                   |
|-------------------------------------------------------------------------------------------|----------------|-----------------------------------|
| <b>PROJECT NUMBER</b>                                                                     | <b>3030</b>    | <b>Document length - 41 pages</b> |
| <b>DUE DATE</b>                                                                           | <b>2:00 PM</b> | <b>June 23, 2011</b>              |

Dear Sir/Madam:

The City of Norwalk, Norwalk Parking Authority, invites proposal submissions from all qualified professional artists, or teams of artists from Norwalk, Connecticut, Fairfield County and or the surrounding metropolitan area to submit proposals for a permanent art installation designed for the South Norwalk train station located at 24 Monroe Street Norwalk, CT 06854. The project is open to all artists, age 18 and over, regardless of race, color, religion, national origin, gender, military status, or physical or mental disability. The permanent art installation may be constructed from existing pieces or may be commissioned.

Request for Proposal [RFP] DOCUMENTS are available upon receipt of this invitation (if not attached) over the Internet at <http://www.norwalkct.org>

A PRE-PROPOSAL CONFERENCE shall be held at 10:00am, Thursday, April 28, 2011 at the South Norwalk train station. Interested parties should report to the eastbound platform lobby area.

All questions must be directed, in writing, to Gerald J. Foley, Purchasing Agent, via e-mail or fax number (203) 854-7817. The deadline for submission of questions is 2:00PM, May 19, 2011.

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](mailto:gfoley@norwalkct.org)

## SECTION 1 – PROJECT SPECIFICATIONS

### **A. Project Overview**

The City of Norwalk, Norwalk Parking Authority, invites proposal submissions from all qualified professional artists, or teams of artists from Norwalk, Connecticut, Fairfield County and or the surrounding metropolitan area to submit proposals for a permanent art installation designed for the South Norwalk train station located at 24 Monroe Street Norwalk, CT 06854. The project is open to all artists, age 18 and over, regardless of race, color, religion, national origin, gender, military status, or physical or mental disability. The permanent art installation may be constructed from existing pieces or may be commissioned. The installation shall be on the eastbound (New Haven) side as well as through the tunnel that connects both the East and Westbound sides.

The project RFP are two related but separate components (phases) with priority given to applicants who respond to both, either individually or as part of a partnership proposal. Part/phase I: Series of **artworks** depicting the history of the train in the eastbound (New Haven) waiting room. Part/phase II: Opportunity in the tunnel (2 sides) for additional public art to be integrated with **artworks**, depicting a sense of place and reflecting community engagement. In addition to **artworks**, tunnel art may include installations mounted against the wall with a maximum depth of 12". In addition, the RFP should invite those who respond to present a proposal about how the tunnel might be used to generate advertising revenue consistent with the public art concept and themes, **and any installation issues**.

The total funding available for this project is \$92,000.00, of which \$73,000 is available through a grant provided by the Federal Transportation Administration, Enhancement Public Art Program. The remaining funds are from the City of Norwalk

### **B. Project Background:**

The South Norwalk Railroad Station was originally constructed in early 1890's and was a critical transportation hub serving the entire Northeast region. In the 1980's, the station was condemned as a result of a fire, and in 1994, it was restored to integrate the original Victorian charm of yesteryear with modern amenities. For the past 17 years the railroad station has seen an enormous increase in parking and pedestrian demand to currently serving over 20,000 people per month.

The railroad station property is also a central transportation point for three (3) bus and eight (8) shuttle routes, taxi service, private vans, CT Limousine drop off and pick up service, and bike racks. It services its clientele with an eclectic café and a myriad of state of the art commuter technology including on site computer train schedule boards and computer generated parking space availability and CCTV security systems.

Additionally, the Norwalk Parking Authority implemented several green initiatives including environmentally friendly and efficient lighting, battery operated security scooters and most recently two (2) electric vehicle charging stations.

The South Norwalk Railroad Station has undergone major aesthetic and structural improvements over the past 4 years. Improvements were aesthetically and architecturally designed to blend in seamlessly with the railroad station's original historic charm and character and to ensure that this unpolished gem would continue to be the gateway link and transportation hub to Norwalk's thriving arts, cultural, entertainment, residential and business communities as well as to maintain convenient parker and pedestrian flow.

The Norwalk Parking Authority has an established relationship with the Norwalk Arts Commission to advance the City's Art (visual and performing) in Public Spaces Program. In our continued effort to advance the arts in Norwalk, we have targeted the South Norwalk Railroad Station to collaborate with the Norwalk Arts Commission for this project.

### **C. Scope of Work**

Installation of public art on the Eastbound, New Haven side and through the tunnel with a historic railroad theme connecting the essence of the surrounding community (cultural, residential and business). The preferred installation will be **two-dimensional** depicting this art although other recommendations are welcome. There are four spots in the Eastbound Lobby area that seem to have potential: a) above the stairwell doing down to the tunnel, b) the two high walls above the bathroom and retail spaces, and c) the middle space on the east side of the station. However, the proposer should also recommend any other space that may be available in the lobby area. **We strongly suggest the respondent visit the site to acclimate the general environment.**

For purposes of this program, project art must be originals (not reproductions) and is defined as, but need not be limited to, the following:

- **sculpture:** in the round, bas relief, mobile, fountain, kinetic, and electronic, in any material or combination of materials;
- **painting:** all media, including portable and permanently affixed works;
- **graphic arts:** printmaking and drawing;
- **mosaics;**
- **photography;**
- **crafts:** in clay, fiber and textiles, wood, metal, plastics, stained glass, and other materials both functional and nonfunctional;
- **mixed media:** any combination of forms or media, including collage; earth works and environmental installations; and decorative or ornamental elements which are designed by practicing artists.

The following elements will generally not be considered acceptable forms of art under this program:

- directional elements such as supergraphics and signage;
- objects which are mass-produced in a standard design such as playground equipment, benches, and chairs;
- reproductions of original works of art, except in such cases as film, video, photography, printmaking, or other media arts;
- landscape architecture and gardening except where the elements are designed by an artist and are an integral part of a larger piece of artwork;
- renovation of historic facades or other historical elements functional to the project;
- commercial elements used to promote or advertise the project; and
- other elements of the redevelopment project which are functional or directly related to the operation of the project.

### **D. Specifications**

The number of public art pieces installed in the tunnel will vary depending on the concept. (site plan/drawing attached) and **must not obstruct foot traffic**. The size of the art pieces will depend on the overall concept and design. In addition to the selection process, the Norwalk Parking Authority/City of Norwalk will ensure the scale is appropriate to the site by requiring a mandatory

walk through and providing scale drawings illustrating the areas available for murals and public art. The materials will vary depending on the overall concept and design of each proposal.

### **E. Proposal submission Requirements:**

Proposal submission material should include:

- I. *Letter of Interest* – describing your commitment of your ability to meet all of the contractual and insurance coverage requirements (City, Federal).
- II. *General information* about your firm and or any proposed sub-consultants.
- III. *Experience*: Clearly describe your prior experience with public art projects of similar scope and scale. Or provide clear evidence that the proposed project is within the ability of your Firm and or artist. Provide a list such projects and identify their project schedules.
- IV. *Project Design Submission*. Provide a project design proposal for Part I and or Part II of this public art installation project including scale drawing showing design / subject, materials, installation method.
- V. *Project Design Description*. Provide a description of how your project design submission conveys a sense of place, engages the community (the commuters, those who work in the station, the surrounding neighborhood) in the process and / or design, provokes inquiry / discovery.
- VI. *Proposed Conceptual Plan for Project*. Provide a concept proposal for how the public tunnel installation might be used to generate advertising revenue while maintaining the overall concept and design.
- VII. *Maintenance Plan for Project*. Provide a short (routine) and longer-term maintenance and remediation (graffiti, vandalism) plan including proposed costs.
- VIII. *Proposed Cost*. Provide the project cost for these services in an itemized work format for both Part I and or Part II.
- IX. *Proposed timeline*. Provide a narrative outlining your proposed timeline from the initial design phase, to the final design phase, to the installation phase
- X. *Proposed artwork*. Provide a narrative outlining your ability to secure the proposed artwork for this project.
- XI. *References*. Provide names, addresses, and telephone numbers of at least (5) client references for projects of the similar scale and type.
- XII. *Business / Financial*. Provide an overview of total years in business and stability.
- XIII. *Federal Transit Administration Requirements*. Refer to pages 24 thru 31 of the RFP document.

### ***Estimated Project Timeline***

|                                   |            |                             |
|-----------------------------------|------------|-----------------------------|
| Pre-proposal conference           | 10:00:00AM | Thursday, April 28, 2011    |
| Deadline for questions            | 2:00:00PM  | Thursday, May 19, 2011      |
| Deadline for RFP Responses:       | 2:00:00PM  | Thursday, June 23, 2011     |
| RFP Interviews:                   |            | Week of July 25-29, 2011    |
| Recommendation of Artist (s)      |            | To be determined            |
| Execution of Contract (s)         |            | To be determined            |
| Commence of work                  |            | To be determined            |
| Artwork Delivery and Installation |            | September 1, 2011           |
| Dedication Ceremony               |            | mid-to-late September, 2011 |

## **F. Evaluation of Response:**

The proposal submissions of responding firms or team of firms will be evaluated based on the following criteria:

- Ability to meet all City and Federal project contractual (i.e., insurance, etc.) requirements.
- Prior experience with public art projects of similar scope and scale or clear evidence that the project is within the ability of the artist/firm.
- Extent to which the proposal promotes a sense of place and community engagement.
- Extent to which the proposal reflects an innovative approach that provokes inquiry and engagement.
- Value-added in the ways the artist/firm actively engages those who work in, use, and live near the train station in the process and/or the design.
- Creativity and viability of concept for generating advertising revenue in conjunction with the public art.
- Cost including design/installation and ongoing maintenance.
- Durability of materials/medium (original artwork?).
- Proposed timeline
- Means to secure artwork

## **INSURANCE COVERAGE REQUIREMENTS**

The City of Norwalk is requiring insurance coverage as listed below for this work.

Note: The term "Consultant" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Norwalk" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

Note: The term "City of Norwalk" or "City" is to be taken to mean "City of Norwalk and the Norwalk Board of Education when the project includes work for the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to file with the Corporation Counsel a certificate of insurance, executed by an authorized representative of the insurance company satisfactory to the Corporation Counsel and in an acceptable form. The policy shall name the City of Norwalk as an Additional Insured and state that, with respect to the award, the Contractor carries insurance in accordance with the following requirements:

## **INSURANCE RIDER**

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

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

A. Minimum Scope and Limits of Insurance:

**Workers' Compensation insurance:** With respect to all operations the Contractor performs and those that are performed by any subcontractor in connection with this Project it shall carry and shall require its subcontractors to carry for the duration of the Project, 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 Contractor performs and those that are performed by any subcontractor in connection with this Project, it shall carry and shall require its subcontractor to carry, for the duration of the Project, Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Contractor and any subcontractor that may be hired to work in connection with the Project, it shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage. If the contractor or any subcontractor is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of Five Million Dollars (\$5,000,000.00) combined single limit is required.

**Environmental Liability:** Based on the Contractor's or any subcontractor's Scope of Work, the Contractor or/and subcontractor shall provide environmental and remediation insurance in the amount of Ten Million Dollars (\$10,000,000.00) per claim limit and Fifteen Million Dollars (\$15,000,000.00) annual aggregate limit per occurrence. State the per claim/aggregate deductible amount. The policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

**"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, **Errors and Omissions/Professional Liability:** With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Contract the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

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

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

**Subcontractors:** The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. The Contractor shall be responsible for providing all Certificates of Insurance in accordance with the requirements hereof to the City's Corporation Counsel prior to the commencement of work on the Project.

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

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

**Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, 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 Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

**Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this 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 Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

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

**Waiver of requirements:** The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion 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 following document is a sample of an Independent Contractor for Consultant Services contract produced by the City of Norwalk's Corporation Counsel. Please be advised that this document is not the actual agreement which will be developed for Project #3030.

**ART PRODUCTION  
INDEPENDENT CRAFTSMAN AGREEMENT  
BY AND BETWEEN  
THE CITY OF NORWALK AND CONTRACT ARTIST**

Whereas the City of Norwalk, a municipal subdivision of the State of Connecticut (The "City"), has commissioned \_\_\_\_\_ (the "Artist") to create a public art display for the South Norwalk Railroad Station; and

WHEREAS, \_\_\_\_\_, in his/her role as design Artist has agreed to create such a display and to creatively implement the artistic project in accordance with the City's stated requirements.

NOW, THEREFORE, for and in consideration of the promises and agreements contained herein, the City and Artist do hereby mutually stipulate and agree as follows:

Section 1. Definitions.

The following definitions shall apply herein:

- A. "Artist" means \_\_\_\_\_.
- B. "Contract Artist" means \_\_\_\_\_.
- C. "Artwork" means the artwork described in Section 3(A) of this Agreement.
- D. "Project Inspector" means the City's Public Works Department.
- E. "Art Project" means the project described in this Agreement and generally outlined in the Request for Proposal, that is attached as Exhibit 1.

Section 2. Term.

- A. The time period for performance of this Agreement shall be from the date of execution of signatures on this Agreement until the Completion Date agreed to by the parties in writing, which will be attached hereto and incorporate into this Agreement as an Exhibit upon its signing. The Artist shall complete installation and performance of Art Project that is the subject matter of this Agreement on or before the Completion Date.

B. In the event that the Artist is unable to complete installation and performance of this Agreement by the Completion Date, the Artist shall give written notice of this inability to timely perform at least seven days prior to the Completion Date, to the City so that the reasons for the delay, the status of this Agreement, and any extensions of time for performance may be timely considered by the parties to this Agreement.

### Section 3. Scope of Performance.

#### A. Preliminary Design.

1. Artist shall present a preliminary design to the City on or before \_\_\_\_\_ for approval by the City prior to commencement of the creation of the Artwork. The preliminary design will meet the requirements of the Request for Proposals for this Project attached hereto as Exhibit \_\_\_\_ and include the Artwork's dimensions, description of materials used, considerations for longevity and conservation and maintenance requirements.

#### 2. Creations and Installation.

(a) Artist represents and warrants that the Public Artwork to be created will be an original work of art by Artist and that the Artwork will be faithful rendition of the preliminary design submitted by Artist and approved by the City. All changes to the Artwork shall be first approved by the City in writing.

(b) Artist agrees to have the Artwork completely installed, including all touch-up work by \_\_\_\_\_, 2011 and be present for the dedication ceremony. Upon completion of installation, the City shall acknowledge its completion in writing, and will not unreasonably withhold approval.

(c) Except as set forth in this Agreement, the costs for installation, including painting tools, laborer wages, workers compensation insurance and any other costs necessary for installation, shall be paid by Artist.

3. The Artist shall perform all services and furnish all supplies, materials, transportation, equipment, and insurance necessary for the execution of Artwork. The Artist shall execute the Project Artwork in an artistic and professional manner in strict compliance with the terms in this agreement and the materials presented to the \_\_\_\_\_.

B. Architects Responsibilities.

1. The Contract Artist is an independent contractor and shall be solely responsible for the provision of supplies, materials, execution, manufacturing, insurance and equipment necessary to construct, or secure the construction and installation of the Artwork for the Public Art Project, as set forth in Exhibit I, attached hereto. The Public Art Project constructed and installed pursuant to this Agreement shall be developed in accordance with the Artist's proposal as approved by the \_\_\_\_\_, a design of which is attached to this Agreement as Exhibit I and hereby incorporated into this Agreement by reference. The \_\_\_\_\_ shall exercise supervisory review of the Artist. The \_\_\_\_\_ shall designate a Committee member to work with the Artist as its representative for the purpose of coordinating the installation.

2. Any substantive change in the Project, including but not limited to a major change in size, site, or sponsorship may void this Agreement or be cause for it to be renegotiated. In any event any such change shall require the written authorization of the City.

3. The Artist shall be responsible for technical construction and installation of the Artwork in consultation with the City. The Artist shall ensure that the Project is installed in a safe manner in that the Artwork is secure and protected from potential harm and that the traveling public is not exposed to any harm or danger from the Artwork.

4. Artist shall also be responsible to take all reasonable precautions for the safety of and provide all reasonable protection to prevent damage, injury, or loss to (1) all employees on the Project and other volunteers or persons who may be affected thereby; (2) all of the work and materials and equipment to be incorporated in the work or the Project, whether stored on or off the site, under the care, custody, or control of Artist or any of the subcontractors; (3) other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

5. The Artist shall be solely responsible for Site preparation, construction and installation The work and services required of the Artist are personal and shall not be assigned, sublet or transferred without the express written approval of the \_\_\_\_\_. This shall not prohibit the Artist from employing qualified personnel to assist Artist and work under Artist's direct supervision.

6. The Artist recognizes and agrees that public safety concerns are an important factor to City officials. The Artist shall work with the City to identify and comply with any public health, safety or general welfare concerns. Artist shall work with the appropriate City and State entities to ensure appropriate conformity with applicable regulations and standards and compliance with all applicable environmental State Laws and City Ordinances and Regulations.

7. The Artist is responsible to take any and all measures necessary to protect the Site from damage and to coordinate such measures with \_\_\_\_\_. The Artist shall be responsible for any damage therein not adequately protected.

8. The Artist shall be responsible for the cleanup of any by-product or debris resulting from the installation process. Artist must acquire written permission from City allowing any by-product that will remain on site. Artist shall comply with all applicable laws, including but not limited to City Ordinances or Regulations pertaining to the disposal of any by-product or hazardous materials.

9. The Artist hereby agrees that he is solely responsible for paying for any labor or materials he or his subcontractors use for this Project. Artist shall obtain lien waivers from any and all material men or suppliers involved in the public art project and submit all lien waivers to the City prior to being entitled to receive final payment from the City pursuant to this agreement.

C. Miscellaneous.

1. The Artist shall be available at such time or times as may be agreed between the City parties to attend and speak at any inauguration or presentation ceremonies scheduled by the City relating to the transfer of the Project Artwork to the City.

2. Mural Maintenance. The City recognizes that the maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. Therefore, for the length of time that the Artwork is on the site, the Artist shall be responsible, at its own cost, for maintaining and repairing the Artwork, pursuant to the conservation and maintenance standards presented by Artist to the City at the time of the preliminary design, which standards shall be in conformance with recognized principles of conservation. If Artist fails or refuses to provide guidance on maintenance and repairs, the City shall have the right to proceed alone. All maintenance, repairs and restorations shall be made in accordance with recognized principles of conservation.

#### Section 4. Compensation: Method of Payment.

A. For the execution or installation of the Public Artwork, Artist shall be paid a fixed fee of a total of \$\_\_\_\_\_, for a completed Public Art Project. Money paid the Artist shall be provided by the City, and shall constitute full payment for all professional services, materials, labor, travel, manufacture, delivery, installation, insurance and other related costs necessary to be furnished and supplied under the terms of this Agreement. Subject to the remainder of this section, the total amount of Artist's compensation paid under this Agreement to the Artist shall not exceed \_\_\_\_\_ Dollars (\$ .00), the total sum to be paid in three installments as follows:

- One-third (1/3), \_\_\_\_\_ Dollars (\$ .00) of the total Artist's fee, upon acceptance and signature of this Agreement by all parties and commencement of work, recognizing that the t Artist has already invested time and expense in preliminary design coordination with the City;
- One-third (1/3), \_\_\_\_\_ Dollars (\$ .00) at Project midpoint or approximately \_\_\_\_\_ days following the Commencement Date based on the Artist's work records:
- One-third (1/3) \_\_\_\_\_ Dollars (\$ .00) to be paid within \_\_\_\_\_ (\_\_\_\_) days after total and successful installation of the Artwork by the Artist and its acceptance as satisfactorily installed by the City, and the Artist has submitted proof that all labor and material vendor claims have been paid and a signed waiver or release from any potential claimant has been signed and approved by the City.

B. Each of the amounts payable shall be invoiced by the Artist to the City. The remaining monies shall be used by the City to purchase an engraved plaque noting the Artist, and name of the Artwork, to provide lighting for the Public Art Project and for general maintenance costs for the artwork.

C. If the Artist does not complete the Agreement work by \_\_\_\_\_, he will remain obligated to perform the work pursuant to any time extension that is granted or will be required to refund to the City a monetary amount equivalent to the pro rated amount of the unperformed work. The City shall be entitled to attorney fees and court costs to be paid by the Artist if it is necessary to initiate a lawsuit in order to collect any monetary refund. It is the intent of the City to either procure alternative Public Art for this site or retain the right to complete the installation of the Artwork.

D. Upon receipt of an appropriate bill of services and completion of a City claim form and any documentation requested by the City Finance Director, the City shall compensate the Artist in accordance with the above-specified payment.

E. If additions or deletions are approved by the City and Artist and made to the Artwork which result in an increase in cost, such increased costs shall be agreed to in writing and paid by the City to Artist, within a reasonable period of time following receipt by the City of an invoice. No services for which an additional cost or fee will be charged by the Artist shall be performed without the prior written authorization of the City.

#### Section 5. Right to Administer Agreement and Inspect Project.

A. The Artist shall at any time, during normal business hours as often as the City may deem necessary, permit representatives of the City to inspect the progress of the Artist's construction, or installation of the Public Artwork pursuant to this Agreement.

B. The Artist understands and agrees that he is to maintain reasonable records of his work and allow access to these records by the City.

#### Section 6. Ownership.

A. This Public Artwork is to be installed on land/buildings owned by the City. \_\_\_\_\_ shall own the Artwork designed and installed by the Artist pursuant to this Agreement. The Artist is working for hire and has no claim to the Artist's copyright. The copyright of the artwork, including the design, shall be owned by the Artist, subject to the following restrictions:

B. City and Artist may display photographs, renderings and/or videos of the executed Artwork in any place and manner, so long as the integrity of the Artwork is not violated and proper identification of the Artist and the Artwork appears near the Artwork.

C. Artist agrees that he will not recreate identical works, models or the completed Artwork for another person or organization.

D. City and Artist may photograph or otherwise reproduce the Artwork for documentary, archival, educational, promotional or municipal purposes, or for use in information publications and as set forth in Section 16 of this agreement, so long as no monetary gain is realized directly from such use except for authorization agreed to and set forth in Section 16 of this Agreement.

## Section 7. Maintenance, Repair and Restoration.

After ownership is accepted by the City, it shall be the responsibility of the City to ensure maintenance and preservation of Artwork pursuant to the conservation and maintenance standards presented by the Artist to the City at the time of preliminary design, which standards shall conform to recognized principles of conservation. All maintenance, repair and restoration work shall be performed in accordance with recognized principles of conservation. The City, as owner and operator of the South Norwalk Railroad Station, shall assume primary responsibility for all efforts necessary to ensure that the Artwork shall be kept in good repair at all times. Prior to any repair and restoration of the Artwork which may become necessary, \_\_\_\_\_ shall, to the extent practicable, consult with the \_\_\_\_\_ about such repair and restoration.

## Section 8. Notices.

All communications pertaining to the subject matter of this agreement shall be mailed to the parties at the following addresses:

Artist:

City:

## Section 9. Termination.

The Artist's services under Section 3 may be terminated:

A. By mutual consent of the parties.

B. For the convenience of the City's administration of this Agreement, provided that the City notifies the Artist in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.

C. For cause, if any party fails in any material way to perform its obligations under this Agreement; provided, however, that as a condition of the exercise of the right of termination under this paragraph, the terminating party shall notify the other party with a notice of intent to terminate Agreement and specify the grounds therefore and the defaulting party shall have failed within thirty (30) days of receiving the notice to cure the default.

D. Termination/Waiver of Damages. Should City terminate this Agreement, Artist hereby releases City, its Council Members, officers, agents, servants, representatives and employees, from, and waives any and all rights to any and all claims for damages,

or otherwise, he/she may have with regard to City's termination of this Agreement, including without limitation, actual and/or consequential damages.

#### Section 10. Duties Upon Termination.

A. If the City terminates the Artist's services for the City's convenience, the City shall pay the Artist the reasonable value of materials that cannot be used on other projects and services satisfactorily rendered and reasonably incurred in performing this Agreement before termination. Payment under this subsection shall in no event exceed eighty percent (80%) of the total compensation allowable under Section 4. All finished and unfinished documents and materials prepared by the Artist under this Agreement shall become the property of the City at its option.

B. If the Artist's services are terminated for cause, the City shall pay the Artist his actual costs reasonably incurred and the reasonable value of the services satisfactorily rendered prior to termination less any material costs for items still useable for other projects and less damages suffered by the City because of the Artist's failure to perform satisfactorily. Any finished or unfinished documents or materials prepared by the Artist under this Agreement shall become the property of the City at its option. Payment under this subsection shall not exceed eighty percent (80%) of the total compensation allowable under Section 4.

C. If the Artist receives payments exceeding the amount to which he is entitled under subsection A or B this section, he shall remit the excess to the City within thirty (30) days of receiving written notice to do so.

D. The Artist shall not be entitled to compensation under this section until the Artist has delivered to the City all documents, records, work product, materials, and equipment owned by the City related to this Agreement and requested by the City.

E. If the Artist's services are terminated, for whatever reason, the Artist shall not be entitled to any compensation under this Agreement, other than that allowed by this section.

#### Section 11. Assignments.

This Agreement is personal in nature. Duties hereunder may not be delegated and rights may not be assigned by the Artist without written permission from the City. Any unauthorized attempt by the Artist to assign this Contract or delegate duties hereunder shall give the City a valid basis to exercise the right to immediately terminate this Agreement.

## Section 12. Nonwaiver.

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

## Section 13. Worker's compensation and Liability Insurance Coverage.

A. The parties understand and agree that the Artist, as an independent craftsman, is an independent contractor, for purposes of this Agreement, including but not limited to Worker's Compensation Insurance. The Artist and any approved subcontractors shall be responsible at their own expense to purchase all insurance coverage and to maintain the same in accordance with the requirements set out in the Rider attached hereto.

B. The City shall have no liability with respect to the Artist's actions and the City shall not be responsible for any injury or death to the Artist or his subcontractors, if any, caused by the Artist or its subcontractors in connection with the performing of any work involving or related to this Public Art Project.

C. The Artist shall indemnify, defend, save and hold the City, its employees, officers, agents, commissions and representatives harmless from any claims, lawsuits, or liability, including attorneys' fees and costs, allegedly arising out of loss, damage or injury to persons or property occurring during the course of or as a result of the Artist's performance pursuant to this Agreement. If the Artist uses subcontractors or other trades to aid him in the execution of this Agreement, the Artist shall be responsible for the payment of any such work done by these subcontractors and shall secure evidence of payment by waiver of lien by these subcontractors to indemnify the City against any claims or suit related to this Agreement. Final payments shall not be paid pursuant to this Agreement until a waiver of lien has been signed by any and all material vendors, laborers and subcontractors for this Project and presented to the City. This paragraph shall survive the termination or expiration of this Agreement and shall not be limited by reason of any insurance coverage provided hereunder.

D. Risk of Loss. The Artist shall be responsible for the manufacture, delivery and installation of the work, coordinating these efforts with the City. All risk of loss and damage to the all work shall be borne by the Artist until final acceptance of the Public Art Project by City.

#### Section 14. Guarantee.

The Artist guarantees the Artwork against any and all defects in construction for a period of two (2) years after final acceptance of the completed Artwork by the City pursuant to this Agreement.

#### Section 15. Warranties.

A. Warranties of Quality and Condition. The Artist represents and warrants (a) the execution and fabrication of the Artwork will be performed in a workmanlike manner; (b) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork; and (c) reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City as described in Section 7. Any warranties of product or workmanship provided by any foundry or subcontractors shall also name the City as a beneficiary or be transferred to the City after the Artwork is installed. It is expressly noted that Artist shall not be liable for the cause or repair of any pre-existing defect within the concrete, such as a pocket of air. If such a defect is discovered, Artist shall immediately notify the City of said defect.

B. Warranties of Design. The Artwork shall be in substantial conformity with the model/drawings and proposal (attached to this Agreement as Exhibit 1) presented to the Artist and approved by the City. The Artist shall present to the City for review and monitoring a written description of the execution and installation process for the Artwork. Any significant changes in the above must be approved by the . A significant change is any change in scope, design, size, material texture or location of the site of the Artwork which affects installation, scheduling, site preparation or maintenance for the artwork or the concept of the Artwork as represented in the proposal.

#### Section 16. Reproduction Rights.

A. General. In view of the intention that the Artwork in its final dimension shall be unique, the Artist shall not make any additional exact duplicate or reproduction of the final Artwork, nor shall the Artist grant permission to others to do so except with the prior written permission of the City.

B. Copyright. Upon final payment by the City to Artist, Artist will assign his or her copyright interests in the Artwork to the City and the City will become copyright holder for all purposes, with the following exceptions:

(a) Artist retains the right to reproduce the Artwork for all noncommercial purposes such as reproducing the image for Artist's portfolio.

(b) Artist agrees to acknowledge sponsorship of the City in the inscription of the resulting work of Art and to the best of his/her ability acknowledge sponsorship of the City in any publicity, reports, presentations, program notices, etc.

(c) Artist retains usage for purposes that do not compete with the City's fundraising efforts as long as the Artwork is identified as being a part of the Project. Artist agrees to contact the City for permission for such non-competing formats, and the City agrees not to withhold permission for any unreasonable purpose.

C. Photographic Rights. Artist hereby grants permission to City to photograph and/or videotape and/or to authorize others to photograph and/or videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping and additional non-commercial purposes such as, among others, educational, public relations and promotion of the arts.

D. Credit. The Artist shall use his best efforts to give a credit which shall read substantially as follows: "an original work owned by \_\_\_\_\_ and commissioned by the City of Norwalk," in any public showing per section 6.

Section 17. Alteration of the Work of the Site.

Nothing in this Section shall preclude any right of the City (1) to relocate the Artwork to an appropriate site if the original site becomes unavailable for use; or (2) to remove the Artwork from public display.

Section 18. Jurisdiction: Choice of Law.

In the event of litigation concerning this Agreement, venue shall be in the Stamford Judicial District in and for the Fairfield County and the Agreement shall be interpreted according to the law of Connecticut.

## Section 19. Independent Contractor.

Artist is an independent contractor and not an employee, agent or other representative of the City. Artist shall have the right to select the means, manner and method of performing the services described herein and has complete artistic discretion and control over the execution of the Artwork of the Artwork. Artist understands and agrees that he/she is not authorized to incur any expenses or any liability whatsoever on behalf of the City and has no authority, expressed or implied, to obligate or make representations on behalf of the City.

## Section 20. Integration.

This instrument and all appendices and amendments hereto embody the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

## Section 21. Miscellaneous Terms and Conditions.

A. Agreement or be cause for it to be renegotiated.

B. Artist shall be responsible for supervising the Artist's employees with regard to all safety precautions and programs used in connection with the project or work.

C. In performing their duties under this Agreement, neither party may discriminate against any person on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, or physical or mental handicap. The Artist agrees to comply with all provisions of law, including the City's Affirmative Action/EEO Policy, concerning the prohibition of discrimination. (Attached as Exhibit B and incorporated herein by reference.)

D. Because the Public Art Project is funded through a grant from the Federal Transit Administration (FTA) the conditions and requirements of this Grant apply to the Project and the Artist must comply with all applicable Grant provisions, in the performance of this Agreement and creation of the Project hereunder. Such requirements include but are not limited to the following:

- 6. Energy Conservation Requirements
- 11. Access to Records and Reports (Sections 1, 5, 6)
- 12. Federal Changes
- 19. No Government Obligation to Third Parties

- 20. Program Fraud and False or Fraudulent Statements and Related Acts
- 21. Termination (Sections A, B, C, D, E, F) (+\$10,000)
- 22. **Government-wide Debarment and Suspension (signed certification) (+\$25,000)**
- 24. Civil Rights Requirements (+\$10,000)
- 28. Disadvantaged Business Enterprise (DBE)
- 30. Incorporation of Federal Transit Administration (FTA) Terms

#### Section 21. Availability of Funds.

The City represents that \_\_\_\_\_ Dollars (\$ 00.00) has been earmarked by it during fiscal year 20 -20 , which ends on June 30, 20 , and has been allocated for funding this project and is available for this purpose. The parties understand and acknowledge that the CITY, as a municipal government, is dependent upon receiving continued appropriations or budgeted funds to continue this Agreement through its three-year term. Notwithstanding provisions herein to the contrary, the CITY may terminate this Agreement, without penalty, at the end of the first year of this term if appropriations or budgeted funds are not available. To do so the CITY will give thirty (30) days written notice to the CONTRACTOR that the necessary funding has been denied.

#### Section 22. Amendment.

The parties may amend this Agreement only by written agreement executed by all parties hereto.

Signed, Sealed and Delivered  
in the Presence of:

**Witnesses' signatures:**

**CITY OF NORWALK**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Richard A. Moccia  
Its Mayor  
Duly Authorized

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

**Witnesses' signatures:**

**CONTRACT ARTIST:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

APPROVED AS TO FORM:  
OFFICE OF CORPORATION COUNSEL

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

APPROVED AS TO  
AVAILABILITY OF FUNDS:

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

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

STATE OF CONECTICUT )  
 ) ss.  
County of Fairfield )

On this day \_\_\_\_\_ of \_\_\_\_\_ before me, the undersigned, a Notary Public for the State of Connecticut personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

(NOTARIAL SEAL)

NOTARY PUBLIC for the State of  
Connecticut  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**END OF SECTION ONE**

## SECTION 2 - RESPONSE FORMS

### SPECIAL NOTES ON RESPONDING

**ADDENDA** information is available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

**SUMMARIES** – A list of the consulting firms will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> Bid results will not be provided over the phone.

**AWARD NOTIFICATION** will be issued by mail.

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

**RFP RESPONSES** [*One (1) Original + Ten (10) copies*] 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 bids by fax.

## 2.1 Proposal Submission:

**As outlined in earlier in this document, all proposals submissions must include the following:**

- I. *Letter of Interest* – describing your commitment of your ability to meet all of the contractual and insurance coverage requirements (City, Federal).
- II. *General information* about your firm and or any proposed sub-consultants.
- III. *Experience*: Clearly describe your prior experience with public art projects of similar scope and scale. Or provide clear evidence that the proposed project is within the ability of your Firm and or artist. Provide a list such projects and identify their project schedules.
- IV. *Project Design Submission*. Provide a project design proposal for Part I and or Part II of this public art installation project including scale drawing showing design / subject, materials, installation method.
- V. *Project Design Description*. Provide a description of how your project design submission conveys a sense of place, engages the community (the commuters, those who work in the station, the surrounding neighborhood) in the process and / or design, provokes inquiry / discovery.
- VI. *Proposed Conceptual Plan for Project*. Provide a concept proposal for how the public tunnel installation might be used to generate advertising revenue while maintaining the overall concept and design.
- VII. *Maintenance Plan for Project*. Provide a short (routine) and longer-term maintenance and remediation (graffiti, vandalism) plan including proposed costs.
- VIII. *Proposed Cost*. Provide the project cost for these services in an itemized work format for both Part I and or Part II.
- IX. *Proposed timeline*. Provide a narrative outlining your proposed timeline from the initial design phase, to the final design phase, to the installation phase
- X. *Proposed artwork*. Provide a narrative outlining your ability to secure the proposed artwork for this project.
- XI. *References*. Provide names, addresses, and telephone numbers of at least (5) client references for projects of the similar scale and type.
- XII. *Business / Financial*. Provide an overview of total years in business and stability.
- XIII. *Federal Transit Administration Requirements*. Refer to pages 24 thru 31 of the RFP document

Proposal submissions are to be submitted original (1) copy plus ten (10) 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

|                      |              |                |
|----------------------|--------------|----------------|
| <b>Vendor Name</b> _ |              |                |
| <b>Address</b> _     |              |                |
| <b>Phone</b> _       | <b>Fax</b> _ | <b>Email</b> _ |
| <b>Manager</b> _     |              | <b>Fed ID#</b> |

The undersigned hereby declares that he has carefully examined the requirements as stipulated in this RFP and understands that in signing this proposal he/she waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he/she will furnish and provide all the necessary staffing, sub-consultants, services, office support, travel expenses, 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 Consultant and the City.

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

|                     |    |
|---------------------|----|
| <b>1. Phase I</b>   | \$ |
| Lump Sum in Writing |    |

|                     |    |
|---------------------|----|
| <b>2. Phase II</b>  | \$ |
| Lump Sum in Writing |    |

|                                                       |    |
|-------------------------------------------------------|----|
| <b>3. Maintenance Fees [short-term] + [long-term]</b> | \$ |
| Lump Sum in Writing                                   |    |

|                                                       |    |
|-------------------------------------------------------|----|
| <b>4. Total Lump Sum for all three (3) Components</b> | \$ |
| Lump Sum in Writing                                   |    |

|                         |  |       |  |
|-------------------------|--|-------|--|
| Insurance Agency Name _ |  | Tel.- |  |
| Agency Address _        |  |       |  |

|                                              |  |      |
|----------------------------------------------|--|------|
| Submitted by _                               |  |      |
| Authorized Agent of Company (name and title) |  | Date |

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

|            |   |       |   |            |   |       |   |
|------------|---|-------|---|------------|---|-------|---|
| Addendum # | . | Dated | . | Addendum # | . | Dated | . |
| Addendum # | . | Dated | . | Addendum # | . | Dated | . |
| Addendum # | . | Dated | . | Addendum # | . | Dated | . |

## 2.3 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company'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<br>STRUCTURE OF BIDDER<br>(check which applies) | <input type="checkbox"/> | general partnership                           |
|                                                                   | <input type="checkbox"/> | limited partnership                           |
|                                                                   | <input type="checkbox"/> | limited liability corporation                 |
|                                                                   | <input type="checkbox"/> | limited liability partnership,                |
|                                                                   | <input type="checkbox"/> | corporation doing business under a trade name |
|                                                                   | <input type="checkbox"/> | individual doing business under a trade name  |
|                                                                   | <input type="checkbox"/> | other (specify)                               |

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

|                                                                                                                                                                                                                                       |  |       |  |     |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------|--|-----|--|
| 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 bid opening will be required within 30 days of the bid 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 bid opening.

7. Your company may be asked to submit the following information relative to your company'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.

| COMPANY 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.

**REQUIREMENTS OF THE FEDERAL TRANSIT ADMINISTRATION**  
**OF THE U.S. DEPARTMENT OF TRANSPORTATION**

This project is supported with funds from the Federal Transit Administration (FTA). The Norwalk Transit District is the "Recipient" of the funds. As such, the requirements of the "Recipient" flow down to the subrecipient and any contractor. The following attached clauses are appendices and are herein incorporated by reference and made a part of the contract.

- 6. Energy Conservation Requirements
- 11. Access to Records and Reports (Sections 1, 5, 6)
- 12. Federal Changes
- 19. No Government Obligation to Third Parties
- 20. Program Fraud and False or Fraudulent Statements and Related Acts
- 21. Termination (Sections A, B, C, D, E, F) (+\$10,000)
- 22. **Government-wide Debarment and Suspension (signed certification) (+\$25,000)**
- 24. Civil Rights Requirements (+\$10,000)
- 28. Disadvantaged Business Enterprise (DBE)
- 30. Incorporation of Federal Transit Administration (FTA) Terms

\_\_\_\_\_ Date

\_\_\_\_\_ Name of Contractor

\_\_\_\_\_ Address

\_\_\_\_\_ City/State/Zip

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name of Contractor's Authorized Official

\_\_\_\_\_ Title of Contractor's Authorized Official

## **6. ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.**

**49 CFR Part 18**

The Energy Conservation requirements are applicable to ***all contracts***. The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

**Energy Conservation** - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **11. ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**

**18 CFR 18.36 (i)**

**49 CFR 633.17**

**Access to Records** - The following access to records requirements apply to ***this Contract***:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

## **12. FEDERAL CHANGES**

**49 CFR Part 18**

The Federal Changes requirement applies to ***all contracts***. The Federal Changes requirement flows down appropriately to each applicable changed requirement.

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

### **No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31 18 U.S.C. 1001**

**49 U.S.C. 5307**

These requirements are applicable to ***all contracts***. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **21. TERMINATION**

**49 U.S.C. Part 18**

**FTA Circular 4220.1F**

***All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000*** shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall

describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor. The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

**a. Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **49 CFR Part 29**

#### **Executive Order 12549**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Orders 12549 and Order 12689, *Debarment and Suspension*, and 31 U.S.C. § 6101 note and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200. The provisions of Part 29 apply to ***all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000.***

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Norwalk Transit District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Norwalk Transit District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**<The affidavit must be on the form provided by the Norwalk Transit District which follows.>**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Contractor, \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals, as defined in 49 CFR Part 29:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this certification, and indicate that it has done so, by placing an "X" on the following line:

\_\_\_\_\_ .

Furthermore, the Contractor certifies that it will provide immediate written notice to the Norwalk Transit District if, at any time during the course of the proposed contract, it learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and explanation, if any, in addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §§ 3801 et seq. are applicable thereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Name of Contractor

\_\_\_\_\_ Address

\_\_\_\_\_ City/State/Zip

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name of Contractor's Authorized Official

\_\_\_\_\_ Title of Contractor's Authorized Official

## **24. CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000**

**42 U.S.C. § 6102, 42 U.S.C. § 12112**

**42 U.S.C. § 12132, 49 U.S.C. § 5332**

**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

The Civil Rights Requirements apply to ***all contracts***. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **49 CFR Part 26**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Norwalk Transit District's overall goal for DBE participation is 7.8 %. ***No contract goal for DBE participation has been established for this procurement.***

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the District deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Norwalk Transit District. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Norwalk Transit District and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The Contractor must promptly notify the District, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the District.

## **30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

### **FTA Circular 4220.1F**

The incorporation of FTA terms applies to ***all contracts***.

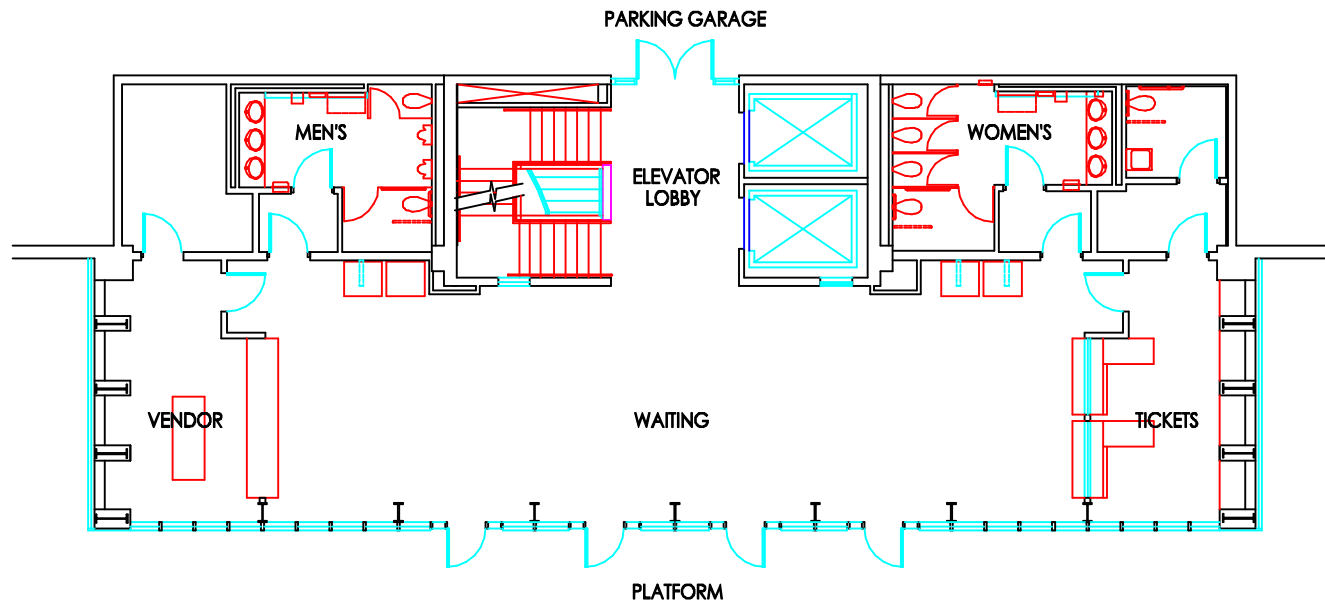
**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated July 1, 2010 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Norwalk Transit District requests which would cause Norwalk Transit District to be in violation of the FTA terms and conditions.

### **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.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. Request document number 1002.

## **Exhibits**

|                                                            |          |
|------------------------------------------------------------|----------|
| Exhibit 1 – West Bound Station - Level 2 – at platform     | (1 page) |
| Exhibit 2 – West Bound Station - Level 1 – at street entry | (1 page) |
| Exhibit 3 – Tunnel between stations – at Level 1           | (1 page) |
| Exhibit 4 – East Bound Station – Platform / Street level   | (1 page) |



## WEST BOUND STATION - LEVEL 2 - AT PLATFORM

THIS DRAWING IS NOT TO SCALE AND IS FOR REFERENCE ONLY. ALL CONDITIONS TO BE VERIFIED IN FIELD.



PLAN NORTH

1

Drawing No.

Drawing Title

WESTBOUND LEVEL 2

Project No.

-

Date

3-10-11

Drawn By

SLS

Scale

NIS

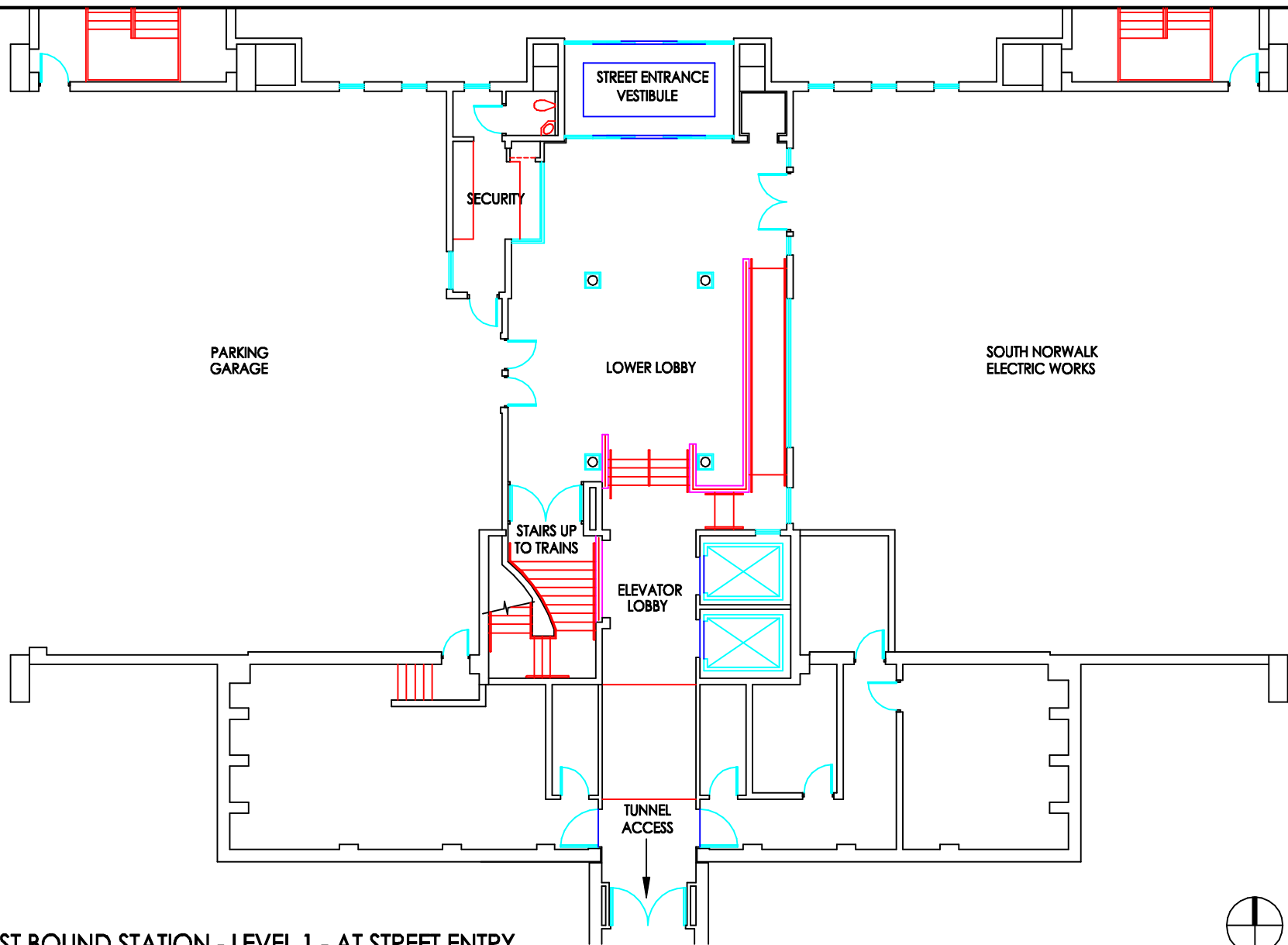
Project

**SOUTH NORWALK  
TRAIN STATION  
SOUTH NORWALK, CT**

**WESTVIEW ARCHITECTURAL, L.L.C.**  
PLANNING AND ARCHITECTURE

23 WESTVIEW LANE  
NORWALK, CONNECTICUT 06854  
PH: (203) 299-0656  
FAX: (203) 299-0657

ROBERT J. CAVELLO, AIA



## WEST BOUND STATION - LEVEL 1 - AT STREET ENTRY

THIS DRAWING IS NOT TO SCALE AND IS FOR REFERENCE ONLY. ALL CONDITIONS TO BE VERIFIED IN FIELD.



2

Drawing No.

Drawing Title

WESTBOUND LEVEL 1

Project No.

-

Drawn By

SLS

Date

3-10-11

Scale

NTS

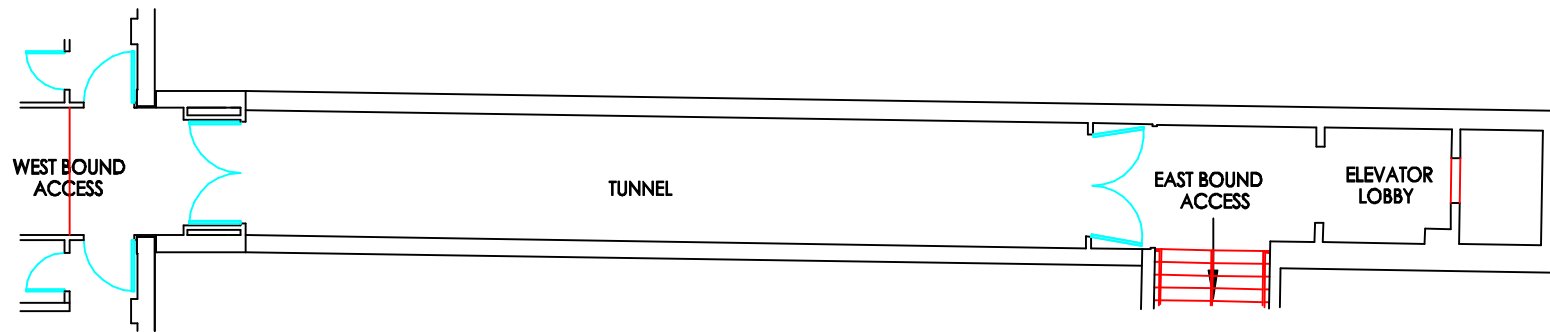
Project

**SOUTH NORWALK  
TRAIN STATION  
SOUTH NORWALK, CT**

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## TUNNEL BETWEEN STATIONS - AT LEVEL 1

THIS DRAWING IS NOT TO SCALE AND IS FOR REFERENCE ONLY. ALL CONDITIONS TO BE VERIFIED IN FIELD.



PLAN NORTH

3

Drawing No.

Drawing Title  
TUNNEL - LEVEL 1

Project No.  
-

Date  
3-10-11

Drawn By  
SLS

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N1S

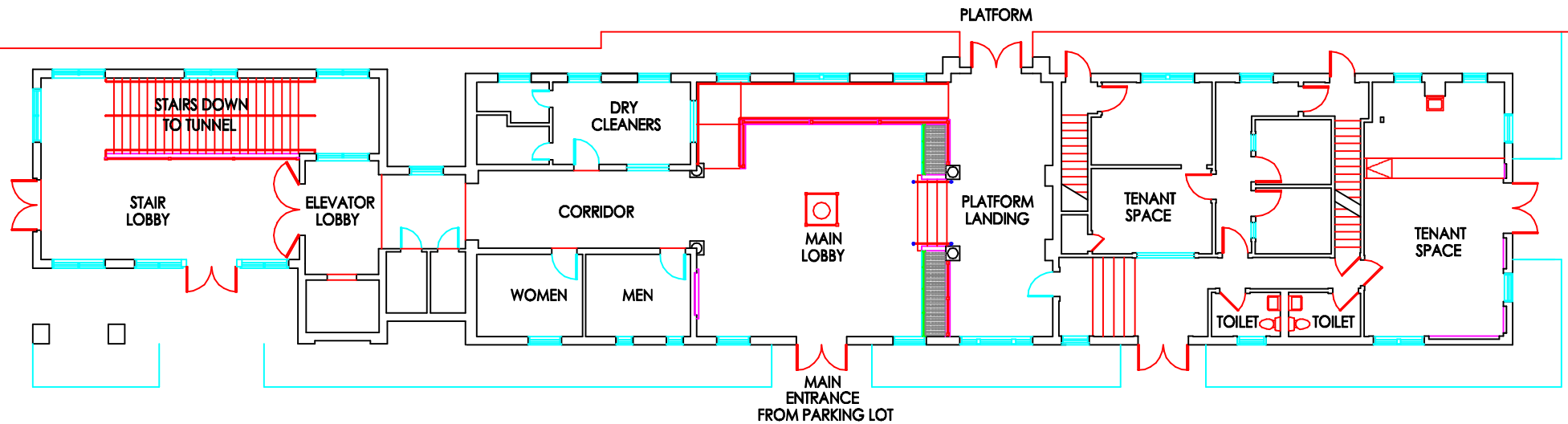
Project

SOUTH NORWALK  
TRAIN STATION  
SOUTH NORWALK, CT

WESTVIEW ARCHITECTURAL, L.L.C.  
PLANNING AND ARCHITECTURE

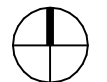
23 WESTVIEW LANE  
NORWALK, CONNECTICUT 06854  
PH: (203) 299-0656  
FAX: (203) 299-0657

ROBERT J. CAVELLO, AIA



## EAST BOUND STATION - PLATFORM/STREET LEVEL

THIS DRAWING IS NOT TO SCALE AND IS FOR REFERENCE ONLY. ALL CONDITIONS TO BE VERIFIED IN FIELD.



PLAN NORTH

4

Drawing No.

Drawing Title

EAST BOUND STATION

Project No.

-

Date

3-10-11

Drawn By

SLS

Scale

NIS

Project

SOUTH NORWALK  
TRAIN STATION  
SOUTH NORWALK, CT

WESTVIEW ARCHITECTURAL, L.L.C.  
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