



DEPARTMENT OF FINANCE
OFFICE OF PURCHASING

March 15, 2012

Dear Sir/Madam:

The City of Norwalk (The City) is soliciting proposals from qualified and experienced Engineering Firms (the Firm(s)) to provide comprehensive engineering and design services concerning the restoration of natural hydrology and facilitation of fish passage on the Norwalk River with the removal of the Flock Process Dam. This project specifically includes assessment of existing conditions, surveying & mapping, sediment management planning, hydrology & hydraulics, infrastructure protection analysis, dam structure removal final design, riparian restoration final design, and permitting with the objective of removing the dam while optimizing sustainable riverine habitat and diadromous fish passage. Your firm is invited to provide a proposal for these services. Following are the requirements that specifically apply to this project.

PROJECT #	3122	
DEADLINE	2:00 PM	April 12, 2012
PROJECT TITLE	ENGINEERING SRVCS- REMOVAL – FLOCK PROCESS DAM – NORWALK RIVER	
PROJECT SITES	FLOCK PROCESS DAM, MAIN AVENUE, NORWALK, CT	

RFP DOCUMENTS are available upon receipt of this invitation (if not attached) 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. A link to the Adobe site is provided at the bottom of the Internet bid page.

A Pre-proposal Conference will be held at 10:00AM, Thursday, March 29, 2012, meeting in conference room 101 of Norwalk City Hall, 125 East Avenue, Norwalk, Connecticut. Immediately following the pre-proposal conference, interested parties shall be invited to participate in a guided tour of the dam area.

All questions regarding this Request for Proposal (RFP) must be directed in writing to, **Gerald J. Foley, Purchasing Agent**, via e-mail or fax number (203) 854-7817. The deadline for submission of questions for this project is 2:00PM, April 5, 2012.

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

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

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

Yours truly,

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

SECTION 1 – PROJECT SPECIFICATIONS

The City of Norwalk (The City) is soliciting proposals from qualified and experienced Engineering Firms (the Firm(s)) to provide comprehensive engineering and design services concerning the restoration of natural riverine conditions and restoration of fish passage with the removal of the Flock Process Dam in the Norwalk River. This project specifically includes assessment of existing conditions, surveying & mapping, sediment management planning, hydrology & hydraulics, infrastructure protection analysis, dam structure removal final design, riparian restoration final design, and permitting with the objective of removing the dam while optimizing sustainable riverine habitat and diadromous fish passage.

1.0 Project Description:

Flock Process Dam:

The Flock Process Dam, also known as the Winnipauk Dam, is located approximately 4 miles upstream of the terminus of the Norwalk River. The dam is the first and largest impediment to fish passage on the Norwalk River. The dam is located on private commercial property; access to the dam is difficult.

The stone masonry dam is believed to be constructed in the early 1850's. The dam stands approximately 15 to 20 feet in height and spans approximately 80 feet. The dam appears to sit on bedrock. The dam's associated impounded area covers an area of approximately 2-3 acres, which encompasses structural components of the MerrittView office building and may extend under the Merritt Parkway. To the west and south of the dam is the Metro-North Railroad bank abutment and bridge.

The successful Firm shall complete all site surveys and measurements need to complete engineering analysis and design work. The successful Firm will produce all engineering and design documents necessary to obtain required state and federal permits. Designs for the removal of the dam shall take into consideration the following:

- optimization of channel for restoration of diadromous fish passage;
- effective reestablishment of a natural flow regime;
- sustainable and stable restoration of impounded area;
- maximization of water quality improvements to the river;
- avoidance of any upstream or downstream structural ramifications; and
- minimization of implementation/deconstruction cost.

Funding for this project is being provided through the Connecticut Department of Energy and Environmental Protection's (DEEP) Statewide Ecosystem Management, Habitat Restoration and Long Island Sound Fund grant program.

Overview of Required Services:

The successful firm shall complete the required fieldwork and acquire all information necessary to complete engineering analysis and design, including, but not limited to the following tasks:

- Complete A-2 & T-2 survey of dam and impacted area, include cross-sections and profiles of dam and impounded area.
- Assessment of impounded sediment quantity and quality.
- Hydrology and hydraulic model sufficient for determining need for infrastructure protection.
- A plan for management of impounded sediment.
- Delivery of executable plans and specifications for removal of the dam and river restoration, including specific sequential work activities. Shall include all details and specifications necessary for permitting and contract bidding.
- Calculate cost estimate for implementation.
- Identify and initiate all necessary state and federal permitting.

Work is expected to begin as soon as the City awards the contract to the successful Firm, on or about June 15, 2012. Respondents should propose a timeline for the work sufficient to allow for adequate periods to review and comment on preliminary designs and to develop and **deliver final plans on or before June 30, 2013**.

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

Pre-Proposal Conference	10:00AM, Thursday, March 29, 2012
Deadline for Questions	02:00PM, Thursday, April 5, 2012
RFP Responses Date	02:00PM, Thursday, April 12, 2012
RFP Committee meeting	Week of April 26, 2012
RFP Interviews [if necessary]	Week of May 4, 2012
Award recommendation	Week of May 11, 2012

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

1.1 Scope of Services

A. Project Management

- Hold kick-off and final meeting with City Staff and DEEP partners, as well as monthly interim meetings or teleconference with City staff to discuss project scope and project progress.

B. Data Collection

- Gather and synthesize all existing data on the dam.
- Perform site investigation to document basic existing conditions.
- Collect and document all information necessary for the completion of analysis & design requirements and state and federal permitting requirements.
- Submit report of findings

C. Survey and Mapping

- Collect and document all information necessary for the completion of analysis & design requirements and state and federal permitting requirements. Conduct land survey of dam and potentially impacted vicinity structures. Include cross-sections and longitudinal profiles, with original streambed surface and current sediment surface, of dam and impounded area.
- Submit report of findings of existing conditions, include surveys

D. Hydrology & Hydraulics

- Develop model sufficient for determining need for infrastructure protection.
- Submit report of findings.

E. Sediment Assessment & Management

- Conduct Assessment of impounded sediment quantity and quality. Estimate total sediment and potentially mobilized sediment. Complete basic due diligence of upstream contaminant sources and perform necessary sediment core testing.
- Develop a plan for management of impounded sediment.
- Submit technical report of findings.

F. Summary of Findings

- Submit report of findings for tasks B, C, D and E.

G. Preliminary Engineering Design

- Develop design options [a minimum of two(2)] .
- Document demolition requirements.
- Attend design review meeting(s).
- Assist City with permit application process(es).

H. Deconstruction Engineering Design

- Commence final design.
- Provide 30% completion level drawings to City and DEEP for review and revisions.
- Provide 90% completion level drawings to City and DEEP fore review and revision.
- Provide final design drawings to City, including a construction cost estimate and all specifications necessary for permits and bidding for construction.

I. River Restoration Design

- Commence final design after acceptance of preferred design.
- Provide 30% completion level drawings to City and DEEP for review and revisions.
- Provide 90% completion level drawings to City and DEEP fore review and revision.
- Provide final design drawings to City, including a construction cost estimate and all specifications necessary for permits and bidding for construction.

J. Permit Preparation Services

- Identify all necessary permits.
- Assist City in the completion of all necessary permits. Include time for meeting with such permitting agencies.

K. Cost Estimates

- Estimate costs associated with dam deconstruction and river restoration, and deconstruction oversight. Multiple estimates shall be required, with a minimum of one(1) cost estimate at the completion of each of design phases

L. Additional Services [only if requested by the City]

- Bidding Phase Services - The Firm shall provide technical support throughout the bidding and bid evaluation process
- Construction Administration Services – The Firm shall provide construction administration services for the duration of the construction phase. Services shall include attendance at job meetings, respond to RFIs, review change orders and requisitions, and design modifications as a result of existing conditions.
- Additional Services beyond the scope of the Basic Services shall be performed by the Engineer only upon the written request of the City. In the event the Engineer does not obtain written permission from the City for any Additional Service, the City shall not be liable to the Engineer for the cost of any such service. Additional Services may include the following:
Providing site representative(s) during the construction phase of the Agreement

Deliverables:

- Based on the design development phase approvals, the design engineer shall prepare the complete construction demolition and river restoration documents. Services shall include, but are not limited to the preparation and submission of final plans, drawings, documentation, specifications and details, state code modifications if required, all Federal, State, and local governmental permit approval processes required and shall require the successful respondent to attend and participate at meetings of various committees and groups. Based on the construction demolition documents, and using the services of a professional estimator to include construction trade costs.

1.2 PROPOSAL SUBMISSION FORMAT

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

1. Title Page. This should include your company name, address, telephone and fax numbers, and person to contact regarding this proposal with e-mail address.
2. Executive Summary: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from other engineering firms. Outline the firm's experience with similar current or completed river restoration and dam removal design and include form SF330 or GSA 254 and 255
3. Scope of Services: Identify specific services that will be provided by the Engineer and any other recommended services in addition to those identified herein for consideration and possible incorporation. List any services or consultants that are specifically excluded from this proposal. List the name and address of any consulting firm(s) that may be used on this project with a brief description of their qualifications and your prior association with them, if any. Include form SF330 or GSA 254 and 255 for key consultants.
4. Project Team Organization and Staffing: Provide an organizational chart for the proposed staff for this project, including any consultants. Identify the Principal of the firm who will be responsible for the project and include resumes of all key project team members. In addition;

- a. Provide a brief description of similar projects in which the key personnel may have worked together as a team. Include previous assignment information such as title, length of time on job, references and contact information.
- b. Estimate the percent of time you will have each staff member working on the assigned project.

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

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

1.3 Evaluation of Response:

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

1. Firm's recent experience recent experience in natural river restoration design and the removal of dam structures, similar to those outlined herein.
2. Firm's understanding of the project goals and objectives.
3. Professional background and previous experience of key personnel of the Firm to be assigned to this project.
4. Knowledge and experience of Municipal, State and Federal government procedures.
5. Ability of responding firm or team to provide all of the professional services required for the successful completion of the Project in a timely manner.
6. Thoroughness, creativity and clarity of the suggested project approach.
7. Firm's qualifications and technical competence.
8. Proposed fee structure.

1.4 PROPOSAL REVIEW AND SELECTION PROCESS

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

1.5 INSURANCE REQUIREMENTS

The 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 exclude the City from additional limits and coverage provided under the Contractor's policies. The Contractor will be responsible for its vessels and equipment.

Minimum Scope and Limits of Insurance

Worker's Compensation Insurance: With respect to all operations the Contractor performs, the Contractor shall carry Worker's Compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Contractor shall carry Employers Liability with limits of \$100,000.00 each accident; \$100,000.00 each employee by disease; and \$500,000.00 policy limit by disease. The policy will be endorsed to include U.S. Longshoremen & Harbor Workers' Act coverage and Jones Act coverage.

Marine Liability: With respect to all marine related operations, the Contractor shall carry Marine Liability Protection and Indemnity insurance for a total limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) General Aggregate. Such coverage shall include all bodily injury and property damages arising out of marine exposures and all liability obligations regarding the operations of vessels and the use of the City's docks and surrounding land. This coverage shall also include environmental protection to the surrounding areas. The Marine Liability insurance will be extended to include the general liability hazards of premises/operation, products liability, work in progress, and contractual liability.

In the alternative, if the Marine Liability policy is written on a monoline basis, the Contractor shall be required to obtain the following additional coverage:

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence per location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. Each annual aggregate shall not be less than Two Million Dollars (\$2,000,000.00).

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

Errors and Omissions/Professional Liability: If required, with respect to any damage caused by an error, omission or any negligent acts of the Contractor performed under this contract the Contractor shall carry One Million Dollars (\$1,000,000.00) per claim for any wrongful act. This shall include, but not limited to design.

"Tail" coverage: If any of the required liability insurance is on "claims made basis, tail" coverage (or extended reporting period) will be required at the completion of this contract for a duration of 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 24 months following Contract 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 duration of not less than 24 months from the end of the Contract.

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

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

Aggregate Limits: Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. 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. The Contractor shall pay the premium.

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 Non-renewal: 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 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 his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the Contract shall include the City as Additional Insured but only with respect to the 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 award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (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 (30) thirty-days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk, Corporation Counsel, 125 East Avenue Norwalk, Connecticut 06851-5125.

Waiver of requirements: The Corporation Counsel may vary the requirements at Corporation Counsel's sole discretion; if Corporation Counsel determines that the City's interests will be adequately protected without meeting all stated requirements.

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

AGREEMENT FOR
ENGINEERING SERVICES
BY AND BETWEEN
CITY OF NORWALK
AND

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», duly authorized (hereinafter referred to as the "CITY"), and «VendorName», an engineering firm licensed to practice professional engineering in «LicenseState» under the provisions of Section 20-306a of the General Statutes of the State of Connecticut, and having offices at «VendorAddress1» «VendorAddress2» «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (hereinafter referred to as the "ENGINEER").

WITNESSETH THAT:

WHEREAS, the CITY has determined that it needs professional engineering services for the proposed «Project» (hereinafter the "Project"); and

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

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

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

NOW, THEREFORE, the CITY and the ENGINEER, for the consideration and based on the terms and conditions of this Agreement, hereby agree as follows:

Article 1. Employment of the Engineer

101. The CITY hereby engages the ENGINEER and the ENGINEER hereby agrees to perform the services hereinafter set forth. The principal in charge of the services to be performed hereunder by the ENGINEER pursuant to this Agreement shall be «VendorContact» «VendorContactTitle», or such other qualified person designated by the ENGINEER in writing and approved by the CITY.

102. The CITY's «DepartmentHeadTitle» of «Department», «DepartmentHead», or his designated representative (hereinafter the "Director"), will oversee the performance of the Project under this Agreement on behalf of the CITY. The Department of «Department» shall be referred to herein as the "Department".

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

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

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

Article 2. Scope of Services

201. A. The scope and details of the services to be performed by the ENGINEER under this Agreement are outlined in the CITY'S Request for Proposals - Project No. , dated , 2012 and Addendum # 1 thereto dated , 2012, copies of which are attached hereto and made a part of this Agreement as **Exhibits A** and **A-1**; and the ENGINEER'S Proposal dated , 2012, a copy of which is attached hereto and made a part of this Agreement as **Exhibit B** (hereinafter the Services).

B. The ENGINEER shall not commence performance of any such Services, nor shall it incur any charges in connection therewith, until such time as it receives written authorization from the Director to do so. Upon receipt of such notice to proceed, the ENGINEER shall immediately commence its performance and diligently perform same in order to complete the Project by the date set forth in Article 4 hereof.

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

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

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

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

204. In performing the Services, the ENGINEER shall meet with staff representatives of the Department as often as reasonably necessary and shall also be available upon request to meet and consult with members and staff of various departments of the CITY, and with other persons or entities, including Federal or State officials.

205. All plans, drawings and documents prepared by the ENGINEER pursuant to this Agreement shall be submitted to the Department for review and approval. The CITY shall review materials submitted by the ENGINEER within a reasonable period of time. In the event the CITY disapproves of any of the submitted materials, or any portion thereof, or requires additional, modified or substituted material in order to properly review the submission, the ENGINEER shall revise such disapproved work and submit the revised, additional, modified or substituted materials to the CITY for its review and approval, which approval shall not be unreasonably withheld. Such revisions shall be performed by the ENGINEER at its sole cost if the submitted materials are disapproved due to the negligence of the ENGINEER, or the failure of the ENGINEER's Services to conform either to reasonable standards within the profession, to the applicable provisions of federal, state and local laws, relevant standards and regulations as described in paragraph 202 of this Agreement, or to the scope of Services and the standards and requirements of this Agreement.

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

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

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

209. Additional Services

A. Additional Services beyond the scope of this Agreement shall be performed by the Engineer only with the prior written authorization of the Director and pursuant to a written Amendment to this Agreement signed by the parties hereto. The CITY shall not be liable to the ENGINEER for the cost of any Additional Services unless performed outside of or without such a signed Amendment.

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

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

4. Services in addition to those described in Exhibit A. The ENGINEER agrees that, should the scope of the Services be reduced, such reduction will be reflected in a commensurate reduction of the amount of compensation paid to the ENGINEER hereunder.

Article 3: CITY's Responsibilities

301. The CITY shall provide the ENGINEER with all information in its possession regarding requirements for the Project and shall use its best efforts to obtain such other information as may be needed by the ENGINEER to perform the Services required under this Agreement. If necessary, the CITY shall assist the ENGINEER in obtaining any other information necessary for the Project. However, the CITY shall not be responsible for and shall not warrant the accuracy or content of any of the information or data set forth in the documents that it provides or assists the ENGINEER in obtaining. The ENGINEER expressly agrees that it shall make no claim against the CITY for any alleged damages arising out of the information or data provided or obtained by the CITY. The ENGINEER shall be responsible at its own expense to make all reasonable and necessary field inspections and to perform such other tasks needed to verify all information provided or obtained by the CITY.

Article 4. Time Provisions

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

402. The ENGINEER shall complete the Services to be performed under Article 2 as follows:

- a) Design services shall be completed within _____ (__) _____ of the date of execution of this Agreement first written above;
- b) Bid and construction documents shall be prepared and finalized by _____.

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

Article 5. Compensation

501. Payment for Engineering Services

A. The CITY shall compensate the ENGINEER for the satisfactory performance of the professional services set forth in Article 2 to the total fee not to exceed
«ContractBudgetInEnglish»(\$«ContractBudget»).

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

Article 6. Method of Compensation

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

602. After completion of all components of the Project, the ENGINEER shall submit an invoice for one hundred percent (100%) completion of engineering Services under this Agreement. Compensation previously paid shall be adjusted to reflect additions or deductions based upon final accounting of all invoices for work performed in accordance with the provisions of Section 501. Payment of such adjustments shall not be deemed to require an amendment to this Agreement, with the one exception that the maximum payment specified in Section 501

shall not be exceeded without an amendment to this Agreement. Acceptance by the Engineer of final payment for the Services performed under this Agreement shall constitute a full and complete release of the CITY, its officers and agents, of all claims, demands and liabilities to the ENGINEER related to this Agreement.

Article 7. Insurance

701. The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the Insurance Rider (**Exhibit C**), and to keep the same in continuous effect for a period of three (3) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing the Services, the CONTRACTOR shall furnish to the CITY a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance policy shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies providing coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

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

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

Article 8. Indemnification

801. The ENGINEER shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which may be related to or due in any way to the acts or omissions of the ENGINEER, its employees, representatives, agents, or subcontractors, in connection with the performance of or the failure to perform the Services under this Agreement including any amendments and supplements hereto. This provision shall also include a warrantee pertaining to the adequacy and sufficiency of the ENGINEER'S plans and specifications. Specifically, the ENGINEER warrants that if the Project is constructed in accordance with the plans and specifications, then the result will be a defect-free product.

The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other term or provision of this Agreement; and shall not be limited by reason of any insurance coverage.

Article 9. General Provisions

901. The CITY may at any time, and for any reason, direct the discontinuance of the Services contemplated under this Agreement. Such direction shall be in writing and shall specify the period during which the Services shall be discontinued. The Services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such Services are discontinued shall be deemed added to the time for performance. In the event that the CITY directs the discontinuance of the Services hereunder for a period of time in excess of one (1) year, through no fault of the ENGINEER, the parties may negotiate an adjustment in the fees payable hereunder due to a rise in the cost of performance. Discontinuance of Services under this Article shall not give rise to any claim against the CITY.

902. The CITY may at any time and for any reason terminate this Agreement for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, Services shall be paid for in such amount as shall compensate the ENGINEER for the portion of the Services satisfactorily performed prior to termination. Such compensation shall not however, include unabsorbed home office overhead or lost profits. The ENGINEER's compensation upon a termination for convenience shall be fixed by the CITY after consultation with the ENGINEER, and shall be subject to audit by the CITY's Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

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

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

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

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

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

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

B. A meritorious claim exists or will exist against the ENGINEER or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the ENGINEER, its agents, servants or employees, or the ENGINEER's breach of any provision of this Agreement; then the CITY may withhold payment of any amount otherwise due and payable to the ENGINEER hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss and may, after written notice to the ENGINEER, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right against the CITY or claim against the CITY by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the CITY.

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

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

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

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

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

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

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

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

With a copy to: Office of Corporation Counsel
125 East Avenue, P.O. Box 798
Norwalk, Connecticut 06856-0798

To the Engineer: «VendorAuthorizer»
«VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorCity», «VendorState»
«VendorZip»

917. The ENGINEER represents to the CITY as follows:

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

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

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

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

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

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

By: _____

**«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized**

• *Date Signed:* _____

Signed, Sealed and Delivered
in the Presence of:

«VendorName»

By: _____

**«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized**

• *Date Signed:* _____

•

•

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____

Comptroller

Date Signed: _____

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 exclude the City from additional limits and coverage provided under the Contractor's policies. The Contractor will be responsible for its vessels and equipment.

Minimum Scope and Limits of Insurance

Worker's Compensation Insurance: With respect to all operations the Contractor performs, the Contractor shall carry Worker's Compensation insurance in accordance with the requirements of the laws of the State of Connecticut. The Contractor shall carry Employers Liability with limits of \$100,000.00 each accident; \$100,000.00 each employee by disease; and \$500,000.00 policy limit by disease. The policy will be endorsed to include U.S. Longshoremen & Harbor Workers' Act coverage and Jones Act coverage.

Marine Liability: With respect to all marine related operations, the Contractor shall carry Marine Liability Protection and Indemnity insurance for a total limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) General Aggregate. Such coverage shall include all bodily injury and property damages arising out of marine exposures and all liability obligations regarding the operations of vessels and the use of the City's docks and surrounding land. This coverage shall also include environmental protection to the surrounding areas. The Marine Liability insurance will be extended to include the general liability hazards of premises/operation, products liability, work in progress, and contractual liability.

In the alternative, if the Marine Liability policy is written on a monoline basis, the Contractor shall be required to obtain the following additional coverage:

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence per location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. Each annual aggregate shall not be less than Two Million Dollars (\$2,000,000.00).

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

Errors and Omissions/Professional Liability: If required, with respect to any damage caused by an error, omission or any negligent acts of the Contractor performed under this contract the Contractor shall carry One Million Dollars (\$1,000,000.00) per claim for any wrongful act. This shall include, but not limited to design.

"Tail" coverage: If any of the required liability insurance is on "claims made basis, tail" coverage (or extended reporting period) will be required at the completion of this contract for a duration of 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 24 months following Contract 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 duration of not less than 24 months from the end of the Contract.

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

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

Aggregate Limits: Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. 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. The Contractor shall pay the premium.

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 Non-renewal: 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 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 his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the Contract shall include the City as Additional Insured but only with respect to the 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 award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (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 (30) thirty-days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk, Corporation Counsel, 125 East Avenue Norwalk, Connecticut 06851-5125.

Waiver of requirements: The Corporation Counsel may vary the requirements at Corporation Counsel's sole discretion; if Corporation Counsel determines that the City's interests will be adequately protected without meeting all stated requirements.

End of Section

SECTION 2 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING

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

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

AWARD NOTIFICATION will be issued by mail.

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

RFP RESPONSES are to be delivered to:

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

See section 3 for information on delivering submissions by fax.

2.1 Proposal Submission:

All proposals submissions must include the following:

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

Name of Company/Municipality

Address

Name and telephone number of contact person.

Project Scope

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

- F. Fee schedule – see Pricing response form 2.2

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

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

2.2 PRICING RESPONSE FORM – *Engineering Services – Removal of Flock Process Dam*

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

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

The undersigned further understands and agrees that he will furnish and provide all the necessary in-house staffing and outside sub-consultants, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Firm and the City.

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

1. Engineering Services – Removal of Flock Process Dam – Norwalk River

A.	Project Management....	\$
B.	Data Collection...	\$
C.	Survey and Mapping....	\$
D.	Hydrology & Hydraulics.....	\$
E.	Sediment Assessment & Management ...	\$
F.	Summary of Findings....	\$
G.	Preliminary Engineering Design...	\$
H.	Deconstruction Engineering Design...	\$
I.	River Restoration Design...	\$
J.	Permit Preparation Services...	\$
K.	Cost Estimates...	\$
L.	Total Fee for all components (items A thru K) of this project	\$
Total (Lump Sum) Fee in Writing:		

Insurance Agency Name -		Tel.-	
Agency Address -			

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

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

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

Vendor Name _____

2. Provide fees for the following Additional Services and items as noted:

A.	Bidding / Bid Evaluation - Assistance	Allowance Estimate	\$
B.	Construction Administration	Allowance Estimate	\$
C.		Allowance Estimate	\$
D.		Allowance Estimate	\$
E.		Allowance Estimate	\$
F.		Allowance Estimate	\$
G.		Allowance Estimate	\$

3. For informational purposes please identify the estimated time in man hours:

A.	Project Management....	
B.	Data Collection...	
C.	Survey and Mapping....	
D.	Hydrology & Hydraulics.....	
E.	Sediment Assessment & Management ...	
F.	Summary of Findings....	
G.	Preliminary Engineering Design...	
H.	Deconstruction Engineering Design...	
I.	River Restoration Design...	
J.	Permit Preparation Services...	
K.	Cost Estimates...	

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

Name	Title	% Involved
A	Principal-In-Charge	-
B	Project Manager	-
C	Project Engineer	-
D		-

Include this Section 2.2 with your detailed proposal and return one (1) original and ten (10) copies to:

City of Norwalk
Purchasing Department, Room 103
Norwalk City Hall, 125 East Avenue, Room 103
P.O. Box 5125, Norwalk, CT 06851-5125

2.3 STATEMENT OF QUALIFICATIONS

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

1. Number of years in business _____.
2. Number of personnel employed: Pt. time _ _____, Full _ _____,
3. List six contracts of this type/size your firm has completed within the last three years:

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

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

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

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

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

All information should be supported with appropriate audited financials.

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

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

FIRM NAME	ADDRESS	PRINCIPAL	PHONE

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

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

End of Section

SECTION 3 - GENERAL INFORMATION

NOTE: SECTION 3 _ GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 042010 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. Document number 1006.

SECTION 4
CITY OF NORWALK GENERAL SPECIFICATIONS FOR CONSTRUCTION

NOTE: SECTION 4 contains the City's General Terms and Conditions for construction. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 042010 containing Sections 101 thru 109-15 (eight-three pages) on file you may download this section from our website. <http://www.norwalkct.org> Document #1008 – “General Conditions for Construction”

SECTION 5 – LIVING WAGE ORDINANCE

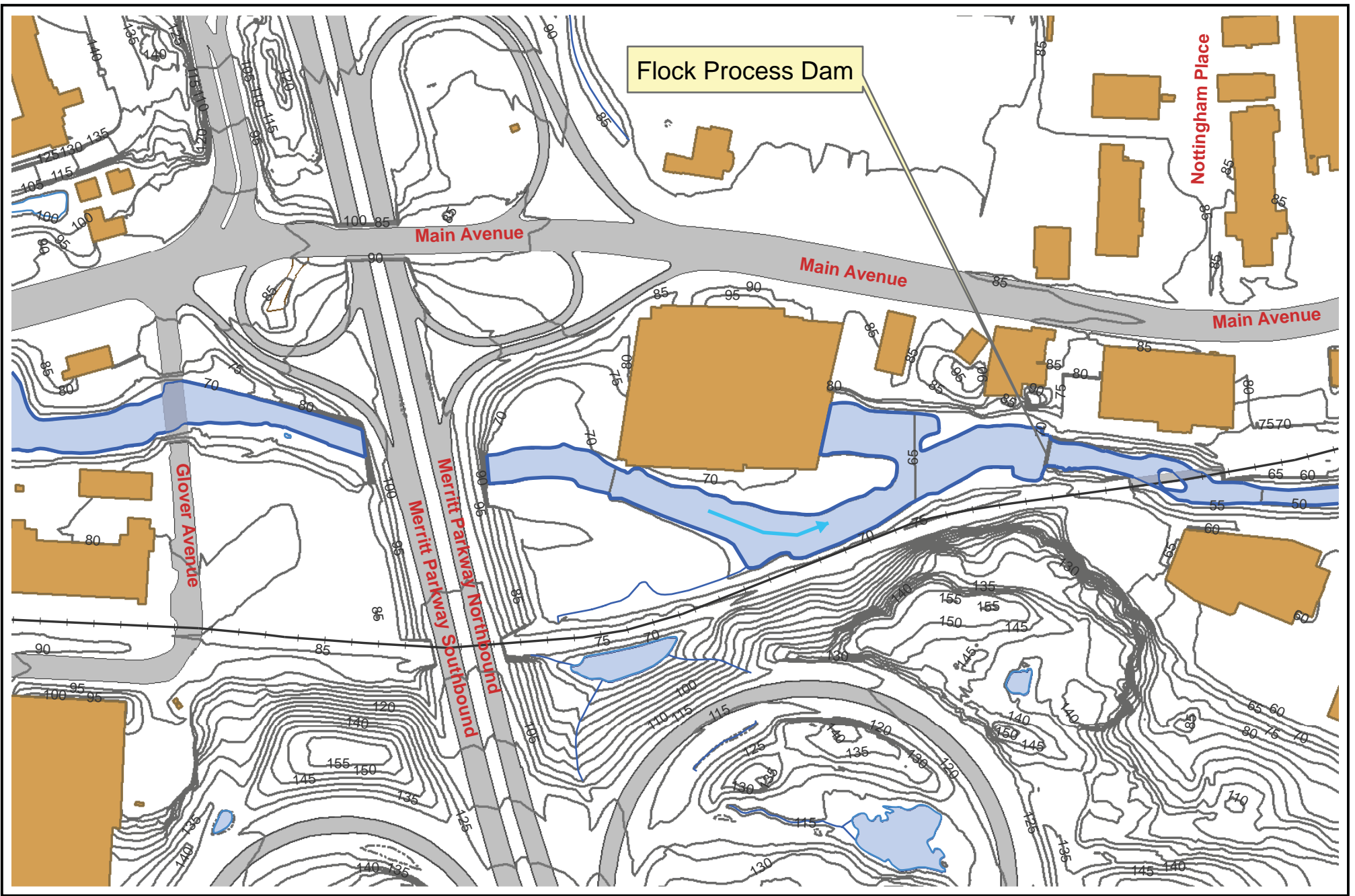
GENERAL INFORMATION

Rev. 062211, Express Request Doc. #1019

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 062211 or later on file you may download a copy from the Terms and Conditions section of our website at <http://www.norwalkct.org> Document number **1019**

EXHIBITS

- **Topographic image of project area**
- **Aerial photograph of the project area (2007)**



1 inch = 200 feet



City of Norwalk
Conservation Office



Project Site



City of Norwalk

Flock Process Dam 2007 Aerial Photo

1 inch = 50 feet

