Addendum 1 to

Request for Qualifications

Valley Transit District Bus Shelters, Phase 2 Project in Ansonia, Seymour and Derby CT

NVCOG GENERAL TERMS AND CONDITIONS

GP-1 CONTRACTOR's Responsibility

CONTRACTOR shall perform its Services in accordance with the standards of skill, quality and care adhered to by recognized firms performing services of a like or similar nature under like or similar circumstances, and shall consider the recent proven and tested methods known and successfully employed by such firms. The CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the customary professional standards and practices of its trade. The full extent of CONTRACTOR's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any errors in the deliverable instruments of such Services at its sole expense, provided that CONTRACTOR is notified by NVCOG, in writing, of any such error within a reasonable period after discovery thereof.

In performing the services required under this Agreement, the CONTRACTOR shall conform and ensure that all work product conforms with all applicable provisions of Federal, State and local laws and regulations and all grant and other funding devise requirements associated with the Project including all requirements necessary to obtain funding reimbursements and/or approval of the design documents from authorities providing grants for the performance of the work required for the Project.

CONTRACTOR shall assume full and complete responsibility for the accuracy of all items produced under this Agreement. The seal of the Professional Engineer, who is employed by the CONTRACTOR and the Engineer designated as the Engineer-of-Record shall be affixed on the title sheet(s) of all plans, specifications and/or other documents prepared pursuant to this Agreement.

In providing the services required under this Agreement, CONTRACTOR shall meet with NVCOG as often as reasonably necessary and shall also be available upon request to meet and consult with other persons or entities, including

federal, state and/or local officials as necessary for the proper performance of the work hereunder, and/or as necessary to assist NVCOG with fulfilling the requirements of its grant(s).

CONTRACTOR shall not subcontract any of the services to be performed by it under this Agreement unless specified in the Scope of Work, Exhibit A, or without the express prior written approval of NVCOG, which approval shall not be unreasonably withheld.
In the event that NVCOG approves of the hiring of subconsultants, CONTRACTOR shall be as fully responsible to NVCOG for the acts and omissions of the subconsultants as it is for the acts and omissions of its direct employees and shall require any subconsultants approved by NVCOG to agree in its contract to observe and be bound by all obligations and conditions of this Agreement to which CONTRACTOR is bound.

GP-2 Changes

NVCOG may at any time, by written authorization, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in Services, the time required for its performance, or the compensation therefore, this Agreement shall be modified as set forth in GP-18 below. Under no circumstances shall CONTRACTOR proceed with additional Services or incur expenses for which additional compensation is to be charged without NVCOG's express written authorization.

GP-3 NVCOG's Responsibility

NVCOG shall provide criteria and complete information defining its requirements for the Project and shall make that information and related data available for CONTRACTOR's use during the performance of this Agreement. NVCOG shall render decisions required hereunder as indicated, or if not specifically stated, with reasonable promptness so as not to unduly delay the progress of CONTRACTOR's Services.

NVCOG shall provide the CONTRACTOR with all information in its possession regarding Project's requirements. If necessary, NVCOG shall assist the CONTRACTOR in obtaining any additional information that the CONTRACTOR requires. NVCOG 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 CONTRACTOR in obtaining. CONTRACTOR expressly agrees that it shall make no claim against NVCOG for any alleged damages arising out of the information or data provided or obtained by NVCOG. CONTRACTOR shall be responsible to make all necessary investigations, field

inspections and such other tasks as necessary to obtain needed information and/or to verify all information provided or obtained by NVCOG.

NVCOG shall provide the CONTRACTOR with reasonable access to all areas within the Project site (the "Site") as separately described.

GP-4 Termination

The NVCOG may terminate this Agreement at any time for any reason by giving ten (10) days advance written Notice of Termination to CONTRACTOR. Said termination shall not give rise to any claim against the NVCOG for damages or for additional compensation. Upon receipt of Notice of Termination, CONTRACTOR shall immediately cease performance of its Services. CONTRACTOR shall be compensated for the cost of its Services performed up to and including the effective date of termination.

GP-5 Confidentiality

CONTRACTOR agrees that all information provided by NVCOG under this Agreement shall be considered confidential, and shall not be reproduced, transmitted, used or disclosed by CONTRACTOR without NVCOG's written consent, except as may be necessary for CONTRACTOR to fulfill its obligations; provided that this limitation shall not apply to any information, or portion thereof, which is within the public domain at the time of its disclosure; was lawfully known to Contractor prior to the date of this Agreement; was lawfully obtained by the Consultant from a third party without any obligation of confidentiality; is possessed or developed by Contractor independently and apart from this Agreement; or is required to be disclosed pursuant to any statutory, regulatory or judicial requirements or other legal compulsion or Laws in which event the NVCOG shall be provided notice and an opportunity to review and object.

GP-6 Nonappropriation

If the NVCOG fails to appropriate the funds required by this Agreement or fails for two consecutive months to make the payments required hereunder, the Agreement shall be deemed terminated and of no further force and effect, and the CONTRACTOR shall retain all sums previously deposited as liquidated damages, provided the NVCOG shall pay CONTRACTOR any amounts due for services rendered as of the date of termination.

GP-7 Ownership and Reuse of Documents

The Design Documents and other documents that CONTRACTOR creates under this Agreement shall be considered works for hire. Thus, ownership of the copyright to the Design Documents and other documents created under this Agreement shall belong to NVCOG. At the completion of the project and upon request at any time during the project, CONTRACTOR shall provide NVCOG with all computer files created in the performance of the services required hereunder, including, but not limited to, all CAD, Excel, Word, scheduling, modeling (including input and output files), graphical, and/or budgeting files in native editable format. In addition, CONTRACTOR grants to NVCOG an unlimited license to use any document created under this Agreement for the completion of the Project and/or similar projects. CONTRACTOR agrees to defend, indemnify, and hold harmless NVCOG from any and all claims from third parties and/or damages, including attorneys' fees, arising from NVCOG' use of the documents created hereunder.

GP-8 Relationship

The relationship between NVCOG and CONTRACTOR is characterized by a unique degree of trust and confidence because of CONTRACTOR's superior knowledge, skill, and/or expertise. As a result, CONTRACTOR is under a duty to act in the best interests of NVCOG. CONTRACTOR covenants and agrees that it will perform its services under this Agreement in accordance with the applicable standard of care of a similarly situated CONTRACTOR.

GP-9 Examination of Records

The Contractor agrees that the NVCOG, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor, involving transactions related to the contractor.The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the NVCOG, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

GP-10 Compliance with Laws

CONTRACTOR shall comply with all applicable federal, state, and local laws,ordinances, rules, regulations, and orders which are in effect on the date

of execution of this Agreement, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.

GP-11 Insurance

The CONTRACTOR shall provide the NVCOG with evidence of insurance coverage of a type and in the amounts required by NVCOG or by the Contract Documents and naming the NVCOG as an additional insured if the NVCOG so requires. All insurance shall be taken out and maintained at no cost or expense to the NVCOG and the CONTRACTOR shall be responsible for the full amount of any deductible.

CONTRACTOR shall effect and maintain insurance to protect itself and NVCOG against claims arising under Workmen's (Worker's) Compensation; and, from claims for damages resulting from injury to persons or destruction of property; and, from claims arising out of the performance of professional Services, caused by the negligent acts, errors, or omissions for which CONTRACTOR, its employees, agents, Subcontractors or the invitees of any of them, may be responsible. NVCOG shall be named as an additional insured on all policies required hereunder.

GP-12 Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless NVCOG and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including reasonable attorneys' fees that may be related to or due in any way to the acts or omissions of the CONTRACTOR, its employees, representatives, agents, or subconsultants, arising directly or indirectly from the performance of or the failure to perform the services under this Agreement including any amendments and supplements hereto. 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.

The 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 CONTRACTOR for purposes of this Agreement.

GP-13 Disputes

Should any disagreement arise between the Parties with respect to the performance of this Agreement or its termination, or with respect to any other

matter, cause or thing whatsoever not herein otherwise provided for, such disagreement shall be referred to each Party's CEO, and, should they fail to achieve resolution, the disagreement may be decided by alternative forms of dispute resolution, as mutually agreed, or otherwise determined by such remedies of law as are available to the Parties. Any disputes that are not resolved by negotiation or other shall be resolved in the Connecticut Superior Court for the Judicial District of New Haven at Waterbury.

GP-14 Severability and Construction

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of any federal, state, or other government to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected and shall continue in full force and effect.

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

GP-15 Remedies

The rights and remedies set forth in this Agreement shall be in addition to any other remedies provided by law, and waiver by either Party of any provision hereunder or of a breach thereof by the other Party, shall not be deemed a waiver of future compliance, and such provision shall continue in full force and effect.

GP-16 Notices

All notices required or permitted under this Agreement shall be considered as duly given to any Party for all purposes if given in writing and hand delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by fax, telegram, telex or cable and confirmed by registered mail, postage prepaid and return receipt requested, addressed as set forth below, or to such other address as may be designated by notice given as provided above. All notices shall be effective upon first receipt, unless otherwise specified herein.

NVCOG Naugatuck Valley Council of Governments
49 Leavenworth Street, Suite 301
Waterbury, CT 06702
(203) 757-0535
Attention: Rick Dunne, Executive Director

CONTRACTOR

GP-17 Modification

This Agreement may only be modified by written amendment, duly executed byboth Parties. Additional work shall be performed by the CONTRACTOR only with the specific authorization of the NVCOG under a written amendment to this Agreement.

GP-18 Successors and Assignment

Each Party binds itself, its successors, assigns, and legal representatives to the other with respect to all of the covenants of this Agreement, and further agrees that it shall not assign, subcontract, hypothecate, or transfer its interest in this Agreement, or any part thereof, without the express written consent of the other Party, except that Contractor may assign its rights to collect payment as required by its lender agreements.

GP-19 Order of Precedence

In the event of a conflict or inconsistency between the various parts of this Agreement, priority shall be established as shown below, with the first listed item having precedence over those that follow:

1. Federal Clauses (if Applicable)
2. The Schedule (body) of the Agreement
3. Exhibit F – General Terms and Conditions

GP-20 Extent of Agreement

This Agreement contains all of the promises, representations, and understandings of the Parties and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified as set forth in GP-17.

GP-21 Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

GP-22 Inspection and Acceptance

All work performed by the CONTRACTOR shall be subject to inspection and acceptance by the NVCOG.

The Contractor agrees that the NVCOG, the State of Connecticut, agencies of the Federal Government, or any other authorized representatives, shall, until the expiration of three (3) years after the final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor, involving transactions related to the contractor.

The period of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses in relation to the performance of the contract to which exception has been taken by the NVCOG, State or Federal government or any of their duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.