

INTERIM AGREEMENT

This Interim Agreement is made as of this ____ day of _____, 2024 by and between the City of Stamford (“the City”) and Arcadis, U.S. (“Arcadis”) concerning Owner’s Representative services for the new Roxbury K-8 Elementary School Project, State Project 135-281N (“the Project”).

1. **RECITALS.** As a result of a procurement process the City initiated with a Request for Qualifications (“RFQ”) followed by a Request for Proposals (“RFP”) per Connecticut statutes, the City selected Arcadis as it’s Owner’s Representative for the Project and on or about May 8, 2024, conditionally awarded it the contract for those services at the total lump sum fee of \$1,479,570.00. Among the conditions was that the parties agree on all the other contract terms and that the contract be approved first by the City’s Board of Finance and then by its Board of Representatives. Following the conditional award, City staff and outside counsel negotiated an Owner’s Representative Agreement with Arcadis consistent with Arcadis’ proposal (“the Agreement”), an authorized representative of Arcadis signed the Agreement and the Agreement was presented to the Board of Finance which now has it under consideration. The parties nevertheless recognize the need to mitigate further impact to the Owner’s projected schedule and thus the desirability of Arcadis commencing to perform the services it agreed to perform for the Project’s Concept Design and Schematic Design Phase before the Boards are able to act on the Agreement. The parties have thus agreed on the fee Arcadis will be paid for the services it is to render in connection with that Phase and on other terms relating specifically to Arcadis’s performance of those discrete services. Otherwise, they agree that to the extent applicable, the terms of the Agreement shall govern the parties’ performance concerning the Concept Design and Schematic Design Phase. Accordingly, the parties set forth below their understandings concerning

this pre-Agreement approval work and make these their Interim Agreement regarding this subject matter.

2. **EXHIBIT.** Exhibit A attached hereto is a true and accurate copy of the Agreement.

3. **ARCADIS' PROMISE TO PERFORM.** Arcadis promises promptly to commence and complete performance of the Owner's Representative services it promised to perform in the Agreement in connection with the Project's Concept Design and Schematic Design Phase. It further promises that it will perform those services in strict accordance with the standard stated in the Agreement.

4. **FEE.** In exchange for Arcadis's performance per this Interim Agreement, the City agrees to pay Arcadis the total amount of \$190,000.00.

5. **CREDITS.** All payments the City makes to discharge its fee payment obligation per this Interim Agreement shall be a credit against the fee the Agreement establishes when and if the Boards approve the Agreement and the Mayor, thus authorized, signs the Agreement.

6. **PAYMENTS TO ARCADIS.** Arcadis shall invoice the \$190,000.00 fee provided for hereunder in monthly installments in proportion to the services it performed during the prior month. The City shall pay the amount it deems owed on an invoice within fifteen days of its receipt and approval in whole or in part.

7. **NO FURTHER SERVICES.** Arcadis is not authorized to provide, nor will the City pay for any services beyond those required hereunder unless and until the City's Boards approve the Agreement and the Mayor signs it.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

CITY OF STAMFORD


Print:
Witness

By: _____
Caroline Simmons, Mayor


Date: _____

Print:
Witness

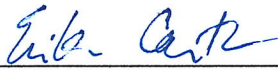
ARCADIS, U.S., LLC



Print: *Joyce HALL*
Witness *08/30/2024*


By: _____
Hosam Emara

Date: *8/30/2024*



Print: *ERICA CARTER*
Witness *08/30/2024*

Approved as to Form:

Approved as to Insurance:

Chris Dellaselva
Asst. Corp. Counsel

David Villalva
Risk Manager

Date: _____

Date: _____