

WATERBURY PUBLIC SCHOOLS

Meeting Agenda

Group/Team:		BOE Building Committee		
Location: Waterbury Arts Magnet School Media Center 16 South Elm Street		Date of Meeting: October 18, 2018	Start Time: 5:30 p.m.	Finish Time:

Team Norms:

1. All meetings will start on time
2. All issues will be approached with a positive attitude
3. A specific agenda will be set for all meetings
4. All team members will agree to stay on specific agenda topics
5. Decisions regarding future directions will be based upon actual data

Purpose of Meeting – Instructional Focus:

Agenda Items – (Items should reflect next steps from previous meeting.)

[illegible]



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury	FACILITY NAME AND ADDRESS: Chase Elementary School 40 Wood Tick Road Waterbury, CT 06705	STATE PROJECT NUMBER: 151-0301 CV PHASE NUMBER: 1 of 1
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Estimated date* to begin construction June, 2019 Estimated date to complete construction October, 2019

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	<u> / / </u>	<u> NA </u>
School Building Committee	<u> / / </u>	<u> NA </u>

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated February 1, 2018, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated February 14, 2018, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date
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For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date
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** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	860.678.1291 Telephone No.
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We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

Superintendent's Name (Type or print)	Signature	Date
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NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER \$10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0301 CV

Project Name: Chase Elementary School – Elevator Addition

Name of Contact Person: Bryce Sens, Friar Architecture Inc.	Telephone: 860.678.1291	Date: 8/13/18
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Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable building codes.

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable health codes.

Local Health Official's Name

Signature

Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
- 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.
 - 2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.
 - 3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS

FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury	FACILITY NAME AND ADDRESS: Hopeville Elementary School 2 Cypress Street Waterbury, CT 06706	STATE PROJECT NUMBER: 151-0300 CV PHASE NUMBER: 1 of 1
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Estimated date* to begin construction June, 2019 Estimated date to complete construction October, 2019

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	<u> / / </u>	<u> NA </u>
School Building Committee	<u> / / </u>	<u> NA </u>

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For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date
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For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date
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** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	860.678.1291 Telephone No.
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FORM SCG-042 Request for Review of Final Plans

State Project No. 151-0300 CV

Project Name: Hopeville Elementary School – Elevator Addition

Name of Contact Person: Bryce Sens, Friar Architecture Inc.	Telephone: 860.678.1291	Date: 8/13/18
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Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable building codes.

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable health codes.

Local Health Official's Name

Signature

Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
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Hartford, CT 06103



DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury	FACILITY NAME AND ADDRESS: Kingsbury Elementary School 220 Columbia Boulevard Waterbury, CT 06710	STATE PROJECT NUMBER: 151-0302 CV PHASE NUMBER: 1 of 1
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Estimated date* to begin construction June, 2019 Estimated date to complete construction October, 2019

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	<u> / / </u>	<u> NA </u>
School Building Committee	<u> / / </u>	<u> NA </u>

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For the Town or Regional Board of Education:

Chairperson's Name (Type or print) Signature Date _____ **

For the School Building Committee:

Chairperson's Name (Type or print) Signature Date _____ **

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

Firm Name (Type or print) Signature 860.678.1291
Telephone No.

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Superintendent's Name (Type or print) Signature Date _____

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FORM SCG-042 Request for Review of Final Plans

State Project No. **151-0302 CV**

Project Name: Kingsbury Elementary School – Elevator Addition

Name of Contact Person: Bryce Sens, Friar Architecture Inc.	Telephone: 860.678.1291	Date: 8/13/18
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Certifications of Local Approval:		
I certify that I have local jurisdiction over the State Building Code and that the plans and project manual dated <u>February 1, 2018</u> for the above referenced project comply with all applicable building codes.		
_____	_____	_____
Local Building Official's Name	Signature	Date
I certify that I have local jurisdiction over the State Fire Safety Code and that the plans and project manual dated <u>February 1, 2018</u> for the above referenced project comply with all applicable fire codes.		
_____	_____	_____
Local Fire Marshal's Name	Signature	Date
I certify that I have local jurisdiction over the State Health Code and that the plans and project manual dated <u>February 1, 2018</u> for the above referenced project comply with all applicable health codes.		
_____	_____	_____
Local Health Official's Name	Signature	Date
I certify that I have local jurisdiction over Section 504 of the Rehabilitation Act of 1973 , and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated <u>February 1, 2018</u> for the above referenced project comply with all applicable accessibility codes.		
_____	_____	_____
Local Federal 504 Official's Name	Signature	Date

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DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS
FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Waterbury	FACILITY NAME AND ADDRESS: Sprague Elementary School 1443 Thomaston Avenue Waterbury, CT 06704	STATE PROJECT NUMBER: 151-0303 CV PHASE NUMBER: 1 of 1
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Estimated date* to begin construction June, 2019 Estimated date to complete construction October, 2019

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	<u> / / </u>	<u> NA </u>
School Building Committee	<u> / / </u>	<u> NA </u>

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For the Town or Regional Board of Education:

Chairperson's Name (Type or print)	Signature	Date
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For the School Building Committee:

Chairperson's Name (Type or print)	Signature	Date
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For the Project Architect/Engineering Firm:

Firm Name (Type or print)	Signature	860.678.1291 Telephone No.
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Superintendent's Name (Type or print)	Signature	Date
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FORM SCG-042 Request for Review of Final Plans

State Project No. **151-0303 CV**

Project Name: Sprague Elementary School – Elevator Addition

Name of Contact Person: Bryce Sens, Friar Architecture Inc.	Telephone: 860.678.1291	Date: 8/13/18
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Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable building codes.

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable fire codes.

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable health codes.

Local Health Official's Name

Signature

Date

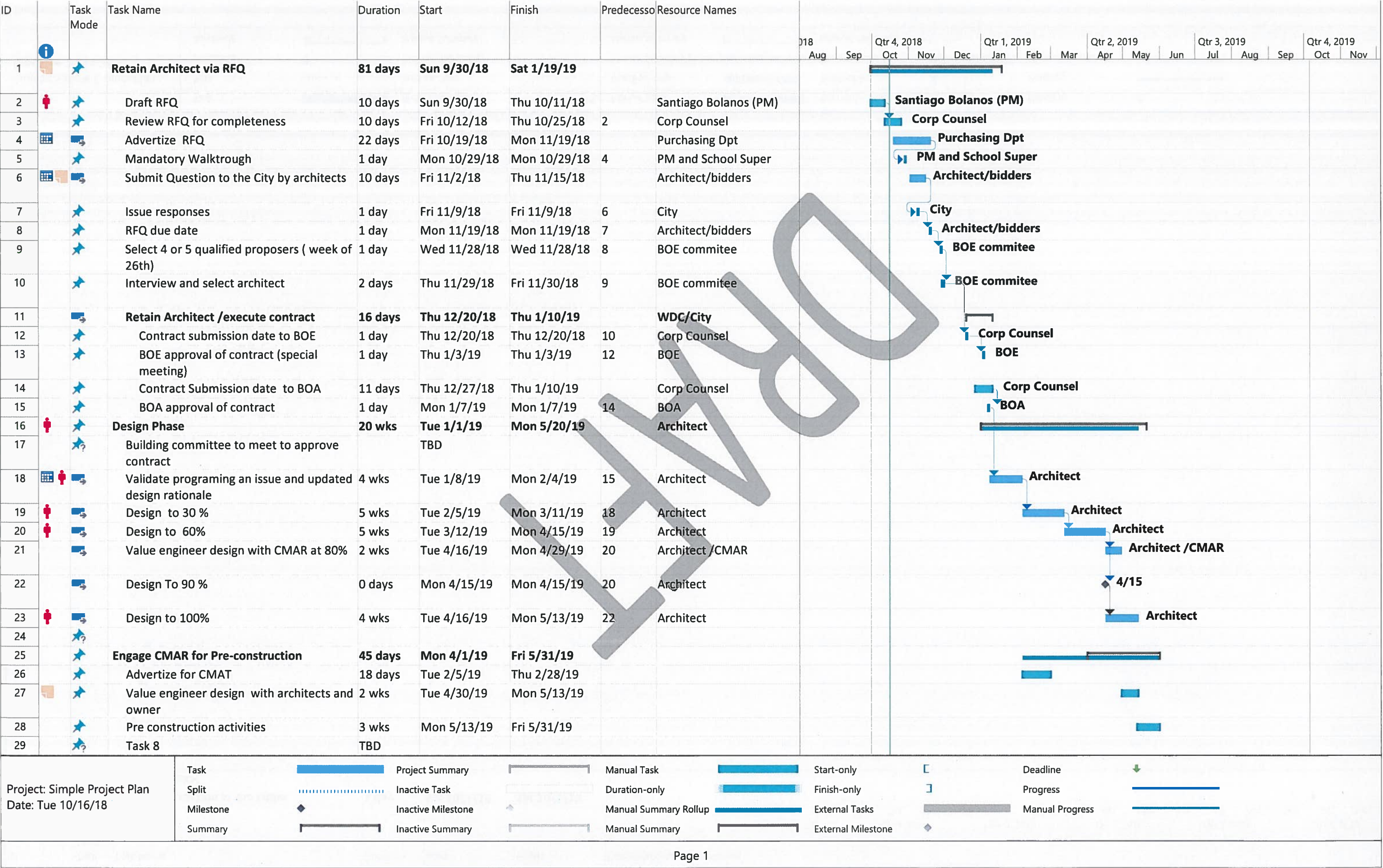
I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated February 1, 2018 for the above referenced project comply with all applicable accessibility codes.

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
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450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Start-onlyFinish-onlyExternal TasksExternal MilestoneDeadlineProgressManual Progress

Page 1

**REQUEST FOR QUALIFICATIONS (RFQ) # 6237
BY
THE WATERBURY DEVELOPMENT CORPORATION
ON BEHALF OF THE CITY OF WATERBURY
FOR
ARCHITECTURAL / ENGINEERING DESIGN SERVICES
FOR ADDITIONS AND RENOVATION OF
THE WENDELL L. CROSS ELEMENTARY SCHOOL**

The Waterbury Development Corporation ("WDC"), on behalf of the City of Waterbury, ("City"&"Owner"), requests information and qualifications from Architectural and Engineering firms, including information from their design sub consultants, interested in providing complete architectural and engineering design services for the Wendell L. Cross Elementary School Addition and Alterations located at 1255 Hamilton Avenue, Waterbury, CT 06706 (Project). A Mandatory pre-bid conference will be held at the School on **Nov 26, 2018 at 3:00 p.m.** The pre-bid conference shall be the sole opportunity for firms to tour the facilities and view existing conditions prior to the submission of their proposal.

A. Background and Intent

The WDC, on behalf of the City of Waterbury, is seeking proposals from qualified design teams for the Wendell L. Cross Elementary School Addition & Renovations project. Only those Architectural firms, along with their design, engineering and/or consulting firms (Design Team), with design and engineering experience necessary to provide all the work noted in the Scope of Services may be deemed qualified for the project.

The State of Connecticut has committed to a grant for the improvement of the Wendell L. Cross Elementary school on October 31, 2017 to construct a 40,123 +/- sf addition, and to alter approximately 41,098 of existing floor area. The project estimated cost is \$46,213,000 including improvements of existing facilities, additions and design fees. A requirement of the State grant, is that construction of the additions and renovations of the school must start before October 2019, herefore, all design efforts must meet such deadline. In addition, the Department of Administrative Services "DAS" must approve all design plans and specifications prior to the solicitation of bids for the construction.

The WDC intends to involve a Construction Manager at Risk (CMAR) during the design phase, at approximately 80% completion of the design development. The selected firm will work closely with the CMAR to validate, value engineer, refine plans, and incorporate recommendations from the CMAR prior to completion of the design documents. Upon completion of design documents and prior to bid for construction, design documents will need to be approved by the City of Waterbury BOARD OF EDUCATION "BOE" and DAS.

Any contract or purchase order award resulting from this Request for Qualifications (RFQ) will be based on a three step process. The first step will be to review and evaluate the qualifications of the Architectural/Engineering firms responding to this RFQ. The second step will involve interviews of the firms deemed most qualified and of best value to WDC, the City and the Project. The third step will involve contract negotiations with one firm deemed most qualified and offering the best value to perform the services needed.

Any contract or purchase order resulting from this RFQ will be managed by the Waterbury Development Corporation as the Project Manager, and as directed by the City of Waterbury Board of Education.

Complete instructions on the submission of qualifications and proposals are included in the RFQ documents.

After review of factors set forth in the RFQ, the WDC/City reserves the right to reject any and all proposal, make an award, or to decline to make an award.

Contact the Director of Purchasing, at 203-574-6748 for further information.

B. Qualifications

Eligible respondents will be those Design firms that have the following qualifications and criteria:

1. Each member firm of the Design Team, consisting of Architectural, Civil, Structural, Mechanical and Electrical engineering services, must provide adequate evidence and information showing that it has provided the type of services desired in this -RFQ for the Project on at least two (2) public school addition and renovations projects in CT with construction budgets not less than fifteen million dollars (\$15,000,000) within the past seven (10) years. Information shall include description of projects, scope of services provided, description and budget for work designed, and two (2) acceptable references for each project.
2. All other member firms must provide adequate evidence and information showing that it has provided the type of services described in this RFQ for the project on at least one (1) public school project in CT within the past five (5) years. Information shall include description of project, scope of services provided, description and budget for services involved, and two (2) acceptable references.
3. The Design Team must demonstrate its experience with media center and science classroom programming, as well as its experience with FF&E and technology planning and design.

4. Demonstrated experience with elementary, middle and high school analysis, programming, site planning and building design projects.
5. The Architectural Firm, as the responsible entity of the Design Team, shall contract with WDC, and must provide an affirmative written statement as to its review of and intent to execute the draft contract, for Architectural and Engineering Services in the form and substance as attached hereto as Attachment B in the event it is the successful bidder.
6. Demonstrated design experience of schools pre K-12, and or educational facilities over the past 10 years on projects over \$15,000,000.
7. Experience on previous State Funded projects with comparable scope, budget, size and schedule in the state of Connecticut.
8. If partnering with another architectural firm or design consultant, whether the team's members have worked together on previous projects.
9. Professional background, experience and qualifications of staff to be assigned to this project.
10. Demonstrated expertise in educational technology.
11. Ability to work with formal and informal community groups including Building Committee, user groups, the public at large and other interested and concerned parties.
12. Demonstrate experience in improvement for schools to meet current building codes and correction of code violations, Including but not limited to the following disciplines: electrical, plumbing, mechanical, technology, media and communications, security, access control, site work and environmental.
13. Knowledge of State Department of Administrative Services compliance requirements for state funded projects in the area of education, including PK-12 facilities.

C. Scope of Services

1. The City is seeking a design team to provide Architectural and Engineering services in accordance with Attachment A, conceptual design, programming, project specification and cost estimates
2. Validate prior programmatic efforts as described in the project specification section of Attachment A with the City's Board of Education Building Committee. Issue an updated programmatic rationale for the addition and alteration of existing facilities approved by WDC and the City's Board of Education Building Committee.

3. Design additions by use of latest technology building information modeling software (BIM) similar or approved equal to Revit, ArchiCAD, and Navisworks. CAD software derived plans will be issued for construction in addition to the BIM model for use during pre-construction and construction. The BIM model must allow contractors, designers, owner's representatives to collaborate in a virtual environment for fast and efficient exchange of design and construction information.

The BIM model, as designed by the design team will be provided to the owner for future operations, maintenance and asset tracking.

4. Collaborate with a CMAR as hired by the WDC on behalf of the City and the City's Department Of Education, to develop final construction documents and issue revisions of BIM models that will be used during construction.
5. Prepare thorough construction cost estimates as design work develops. A minimum of 4 iterations of the OPCs will be requested by the owner at approximately 30%, 60%, 80% and 100% progress completion.
6. Provide a critical path schedule for design, preconstruction and construction with assistance of the CMAR.

D. Agreement Period

1. The agreement period for any contract or purchase order resulting from this RFQ is anticipated to be from December 2018 to August 2019.
2. The selected firm agrees to complete all design components as described in the scope of work, and obtain approval from DAS, by June 30, 2019. WDC reserves the right to amend the contract with the selected firm at its sole discretion, pursuant to the City of Waterbury's Procurement Ordinance to include construction administration services.

E. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Any contract or purchase order resulting from this RFQ will be based on a three-step process as described in Section A. Selected qualified firms will be asked to be available to interview with the selection committee during the week of **November 26.**
3. There will be a **mandatory** Information Session with respect to this RFQ on **November 5th, 2018**, at the Wendell L. Cross School, Located at 1255 Hamilton Avenue, Waterbury, CT 06706 at 3:00 PM. **(THOSE NOT**

ATTENDING THE INFORMATION SESSION WILL NOT BE ELIGIBLE TO SUBMIT A RESPONSE TO THIS RFQ.)

4. Respondents must review and be prepared to sign prior to the execution of any contract with the City, the items and any forms included in **Attachment C. (Contract Compliance Packet)**
5. All questions and communications about this Request for Qualifications and submission requirements must be directed through the City of Waterbury eProcurement website and must be received **by 2:00 PM on (date)**. Prospective respondents must limit their contact regarding this RFQ to Mr. Orso or such other person otherwise designated by Mr. Orso. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFQ, **as well as any changes or amendments to this RFQ**, will be available via the City of Waterbury eProcurement website **no later than (date, 2:00 PM)**. It shall be the responsibility of the respondent to download this information. If you have any procedural questions in this regard, please call the Director of Purchasing at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFQ will be managed by the Waterbury Development Corporation.

G. Conditions

All respondents must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All responses to this RFQ are to be the sole property of the WDC and the City. Respondents are encouraged **not** to include in their responses any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under any contract or purchase order awarded as a result of the RFQ is to be the sole property of WDC and the City.
3. The timing and sequence of events resulting from this RFQ will ultimately be determined by the WDC and City.
4. The respondent agrees that its response will remain valid for a period of **(60)** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The WDC or the City may amend the terms or cancel this RFQ any time prior to the execution of a contract or purchase order for these services if the WDC or the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's response not being considered. At his option, the City's Director of Purchasing may provide all respondents with a limited opportunity to remedy any technical deficiencies identified by the WDC or the City in their initial review of responses.
6. The respondent must certify that the personnel identified in its response to this RFQ will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the WDC and the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by WDC and the City. At its discretion, WDC and the City may require the removal and replacement of any of the respondent's personnel who do not perform adequately, regardless of whether they were previously approved by WDC or the City.
7. That all subcontractors hired by any firm awarded a contract or purchase order as a result of this RFQ must have prior approval of WDC and the City during the agreement period.
8. Any costs and expenses incurred by respondents in preparing or submitting responses are the sole responsibility of the respondent.
9. Respondents must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by WDC and the City to satisfactorily meet the requirements set forth or implied in the response.
10. No additions or changes to the original response will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFQ. While changes are not permitted, clarification of responses may be required by the City at the respondent's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFQ may be negotiated with responsible respondents.
11. Respondents may be required to give presentations to the extent necessary to satisfy WDC's and the City's requirements or needs. In some cases, respondents may have to give presentations or further explanation to any RFQ selection committee established by the WDC and the City.
12. The respondent represents and warrants that its response is not made in connection with any other responder and is in all respects fair and without collusion or fraud. The respondent further represents and warrants that it did not participate in any part of the RFQ development process, had no knowledge

of the specific contents of the RFQ prior to its issuance, and that no agent, representative or employee of the City participated directly in the respondent's preparation of their response.

13. All responses to the RFQ must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFQ may be considered appropriate cause for rejection of the response.
14. The respondent must accept the WDC and the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFQ process will represent the entire agreement between the respondent and the WDC and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The WDC shall assume no liability for payment of services under the terms of the contract or purchase order until the successful respondent is notified that the contract or purchase order has been accepted and approved by the WDC. Any contract resulting from this RFQ may be amended only by means of a written instrument signed by both parties and in accordance with the City of Waterbury Ordinances. .

H. Submittal Requirements & Required Format

1. One original (clearly identified as such) and **(number)** paper copies of the response, as well as a copy of the original response in pdf format on a CD or flash drive, must be received at the following address no later **than 10:30 AM on (Tuesday, November 27th, 2018).**

**Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702**

2. Responses submitted must be bound, paginated, indexed and numbered consecutively. Respondents shall complete **Attachment C**, addressed to the **Director of Purchasing**, which, in part, includes a statement by the respondent accepting all terms and conditions and requirements contained in the RFQ, and which shall be signed by a duly authorized official of the organization submitting the response. Respondents shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in the response to this RFQ. In addition to any other information required in Attachment C, respondents shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in your response to this RFQ

3. Responses must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

4. Respondent Information: Please provide the following information:

- a. Firm Name
- b. Permanent main office address
- c. Date firm organized.
- d. Legal Form of ownership. If a corporation, indicate where incorporated.
- e. How many years have you been engaged in services you provide under your present name?
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

5. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the respondent's philosophy and approach in undertaking the services of the nature outlined in the RFQ, as well as a description of your firm's primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the respondent has completed within the last three (3) years must be provided, including architectural, design or engineering work done for municipalities or public school systems. The following information shall be provided for each organization listed under this sub-section:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframes. If not please explain.
 - For each project, the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between your firm and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the key personnel anticipated to be assigned to this project by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

6. Statement of Qualifications

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities, as well as those of key personnel, as they pertain to each of the areas of qualifications listed.

7. Cost Information. While the purpose of this RFQ is to evaluate the qualifications of respondents, it is requested that the following cost information be provided:

- **The cost proposal for design as required in the scope of services of this RFQ must be provided as a lump sum.**
- **Separate cost proposal for construction administration services.**
- Hourly rates of for each person anticipated to be assigned to do this work.
- Fringe Benefit Costs for personnel to be assigned to this project
- Cost mark-up for sub-contractors
- Travel and **all** other reimbursable expenses

Since the City will be evaluating the respondent's experience, qualifications, approach, and other aspects of the response to this RFQ prior to selecting a firm(s) with whom to commence negotiations, **the Cost Information shall be sealed in a separate envelope and be marked "Confidential: Cost Information".**

WDC, on behalf of the City of Waterbury, may or may not elect to award the construction administration services until a later date. The award of said services will be at the sole discretion of WDC and the City, and will be the subject to further negotiations and amendment to the contract resulting from this RFQ, pursuant to the City of Waterbury Ordinances.

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

8. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

- g. Are there any other facts or information that could affect your firm's ability to perform the types of services being sought by the City about which the City should be aware?
- 9. Exceptions and Alternatives. Respondents wishing to take any exceptions to any requirement in the RFQ shall state and explain such exceptions. The City may accept responses which take exception to any requirements in this RFQ, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Qualifications.
- 10. Additional Data. Any additional information which the respondent wishes to bring to the attention of the City that is relevant to this RFQ.

I. Evaluation of Responses; Selection Process

- 1. Evaluation Criteria. The following criteria are expected to be among those utilized in the evaluation and selection process. They are presented as a guide for the respondents in understanding the City's requirements and expectations for this project and are not necessarily all-inclusive or presented in order of importance.
 - a. Qualifications, experience, expertise, and capabilities of the respondent and individual team members. Background, qualifications, and previous experience of the firm and the key personnel to be assigned to the project and their demonstrated competence, experience and expertise in the scope and type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFQ. The WDC or the City may contact one or more of the organization references listed in Section H (5)(b).of this RFQ as part of assessing the experience, expertise and capabilities of the bidders or those selected as the finalist(s).
 - b. The overall quality of the response and its responsiveness to the requirements of this RFQ.
- 2. Selection Process. The selection shall be done in two stages. Stage one shall be a short listing of respondents based on the criteria outlined above. A Selection Committee may be established as part of this process, the committee will interview as many firms as it deems necessary to determine which firm or firms can provide the most effective services to the City. Negotiations will then commence with the successful firm(s).

J. Rights Reserved To The City

The WDC and the City reserves the right to award in part, to reject any and all responses in whole or in part for misrepresentation or if the respondent is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFQ. WDC or the City also reserves the right to

waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

K. Federal, State and Local Employment Requirements

Respondents, if applicable, shall be obligated to fully comply with Federal Davis-Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form.

WENDELL CROSS ELEMENTARY SCHOOL
WATERBURY, CONNECTICUT
CONCEPTUAL DESIGN ESTIMATE: ORDER OF MAGNITUDE
ADDITIONS & RENOVATIONS
April 7, 2016
PROJECT COST SUMMARY

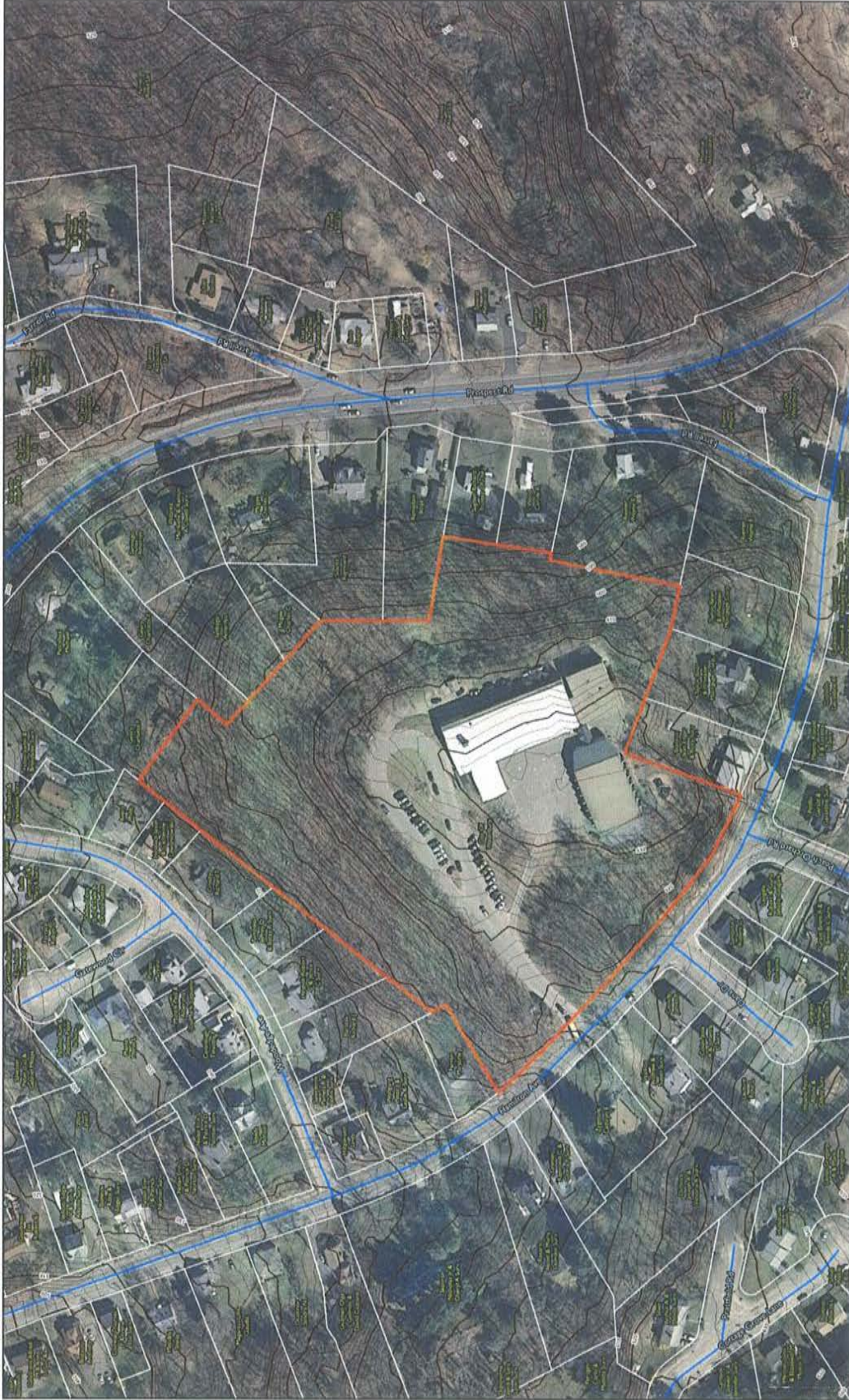
DRAFT

No. of Students:	550
New Construction (GSF):	43,600
Renovation (GSF):	44,200
Total Project GSF:	87,800

WENDELL CROSS ELEMENTARY SCHOOL		QTY	U/M	COST U/M	April 7, 2016 CONCEPTUAL DESIGN ESTIMATE: ORDER OF MAGNITUDE
CONSTRUCTION COSTS					
1. ABATEMENT					
A. ASBESTOS ABATEMENT	44,200	SF	5.50	243,100	
B. PCB ABATEMENT - ALLOWANCE	44,200	SF	11.00	486,200	
2. SITE SCOPE					
A. SITE: STD FLAT WORK @ \$2.6M, RETAINING WALLS & IMPORTED FILL= \$3.93M	9.24	AC	706.623	6,529,200	
B. PLAY GROUND AT THE COURT YARD - 2 EACH	2	EA	150.000	300,000	
3. BUILDING SCOPE					
A. NEW BUILDING ADDITION	43,600	SF	286.47	12,490,200	
B. RENOVATIONS OF THE EXISTING BUILDING	44,200	SF	170.00	7,514,000	
4. PHASING:	1	LS		150,000	
TRADE SUBTOTAL:		87,800	GSF	\$ 315.63	\$27,712,700
NET SF		85,166	NSF		
5. BUILDING PERMIT FEE (ASSUMED WAIVED BY MUNICIPALITY)					WAIVED
6. CM. REIMBURSABLES	32	MO		2,016,000	
SUBTOTAL:					2,016,000
ESCALATION, CONTINGENCY					
1. DESIGN / ESTIMATE CONTINGENCY					
2. ESCALATION - BID DATE: APRIL 2018, 24 MO., 3.0 % / YR					
3. CMR - GMP CONTINGENCY					
SUBTOTAL:					
C.M. FEES					
1. PRE-CONSTRUCTION PHASE	1	LS		125,000	
2. CONSTRUCTION PHASE	2.00%			719,209	
SUBTOTAL:					844,209
C.M. / G.C. BOND & INSURANCE					
1. PERFORMANCE & PAYMENT BOND	0.75%			274,947	
2. INSURANCE GL / PL	0.85%			311,607	
SUBTOTAL:					586,554
TOTAL ESTIMATED CONSTRUCTION COSTS				\$424.22	\$37,246,206
OWNERS ESTIMATED "SOFT" COSTS - TO BE CONFIRMED BY TOWN					
1. LAND ACQUISITION, APPRAISALS					
2. MISCELLANEOUS ADMINISTRATION COSTS	32	MO	1,000	32,000	
A. GOOD JOBS ADMINISTRATOR	1	LS		115,000	
3. ARCHITECT / ENGINEER FEES, CONSULTANTS	6.50%			2,421,003	
A. A/E REIMBURSABLES				90,000	
B. A/E FEES, CONSULTANTS (CONSTRUCTION SERVICES)				IN ABOVE	
4. ASBESTOS CONSULTANT				110,000	
5. SURVEYS, BORINGS, GEOTECHNICAL REPORT				35,000	
6. TRAFFIC STUDY				5,000	
7. TESTING, INSPECTIONS, SPECIAL INSPECTIONS				150,000	
8. INDEPENDENT STRUCTURAL REVIEW				15,000	
9. INDEPENDENT CODE COMPLIANCE REVIEW				10,000	
10. HISTORICAL CONSULTANT				N/A	
11. PRINTING, MAILING, ADVERTISING				18,000	
12. FURNITURE, EQUIPMENT	550	STDT	1,700	935,000	
A. FF&E CONSULTANT	1	LS		93,500	
13. TELEPHONE SYSTEM	87,800	SF	1.00	87,800	
14. TECHNOLOGY	550	STDT	1,600	880,000	
A. TECHNOLOGY CONSULTANT	1	LS	25,000	88,000	
15. SECURITY SYSTEM	87,800	SF	2.00	175,600	
16. BUILDER'S RISK INSURANCE	0.27%			100,565	
17. MOVING EXPENSES, STORAGE	87,800	SF	1.30	114,140	
18. BONDING COSTS - ALLOWANCE	1	LS	150,000	150,000	
19. INTERIM FINANCING	1	LS	75,000	75,000	
20. STATE PERMIT FEE (0.26/1000 OF CONST. COST)	0.26	/ K		9,684	
21. COMMISSIONING (FUNDAMENTAL) / CTIIPB	87,800	SF	1.50	131,700	
22. OWNERS CONTINGENCY, 5% OF TOTAL PROJECT	5.00%		44,012,460	2,200,623	
23. OWNER REPRESENTATIVE	2.00%			924,262	
TOTAL OF OWNERS ESTIMATED "SOFT" COSTS:					\$8,966,877
TOTAL ESTIMATED PROJECT COST:				\$526.34	\$46,213,083



Existing Conditions



1 inch = 60 feet
0 30 60 120 180 Feet

Wendell Cross Elementary School
1255 Hamilton Ave, Waterbury, CT 06706

Site Area = 9.24 Acres



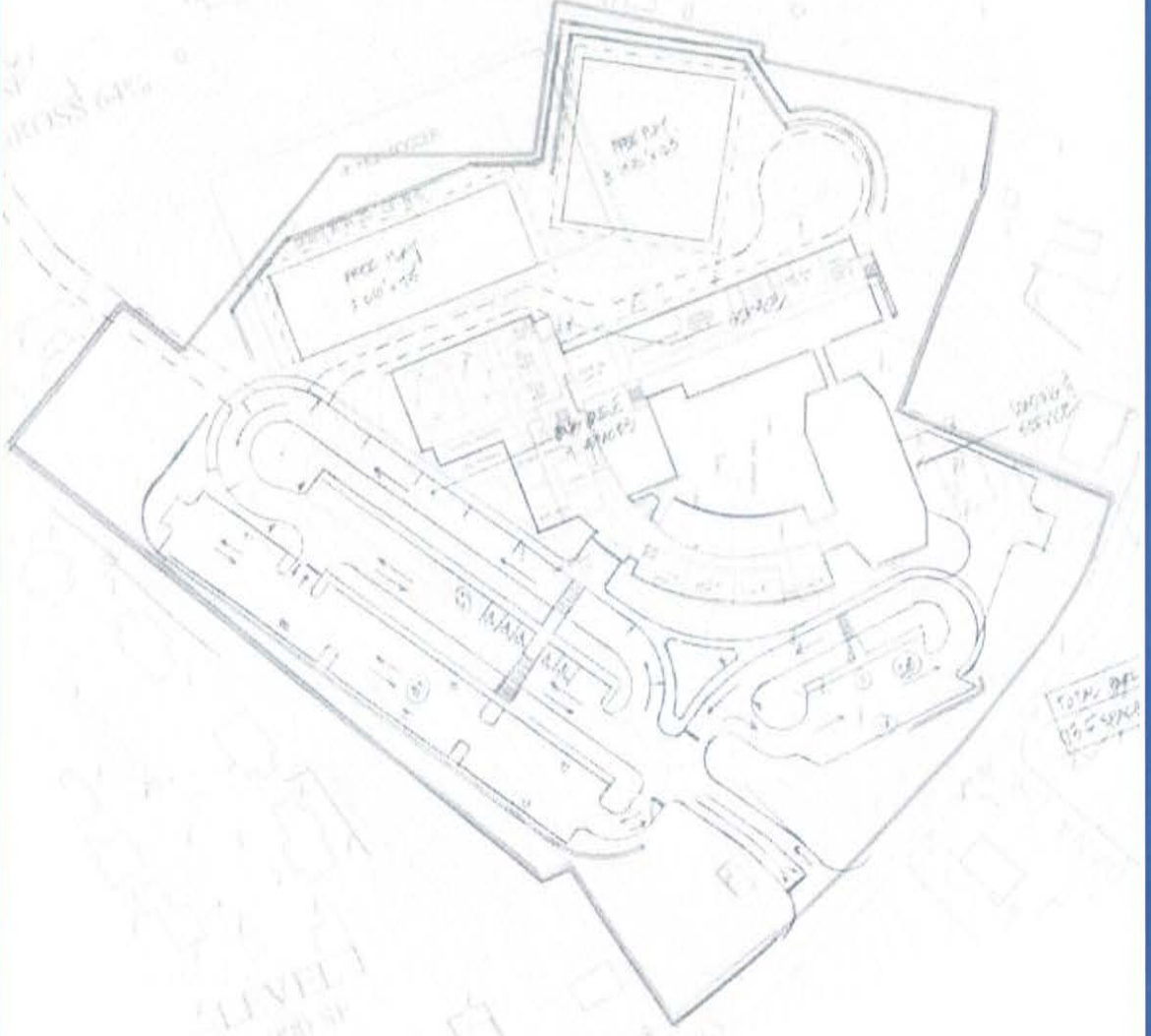
Prepared for Waterbury Public Schools
Wendell Cross Test Fit – 2 Classroom per Grade PK-8

March 31, 2016



Site Plan –

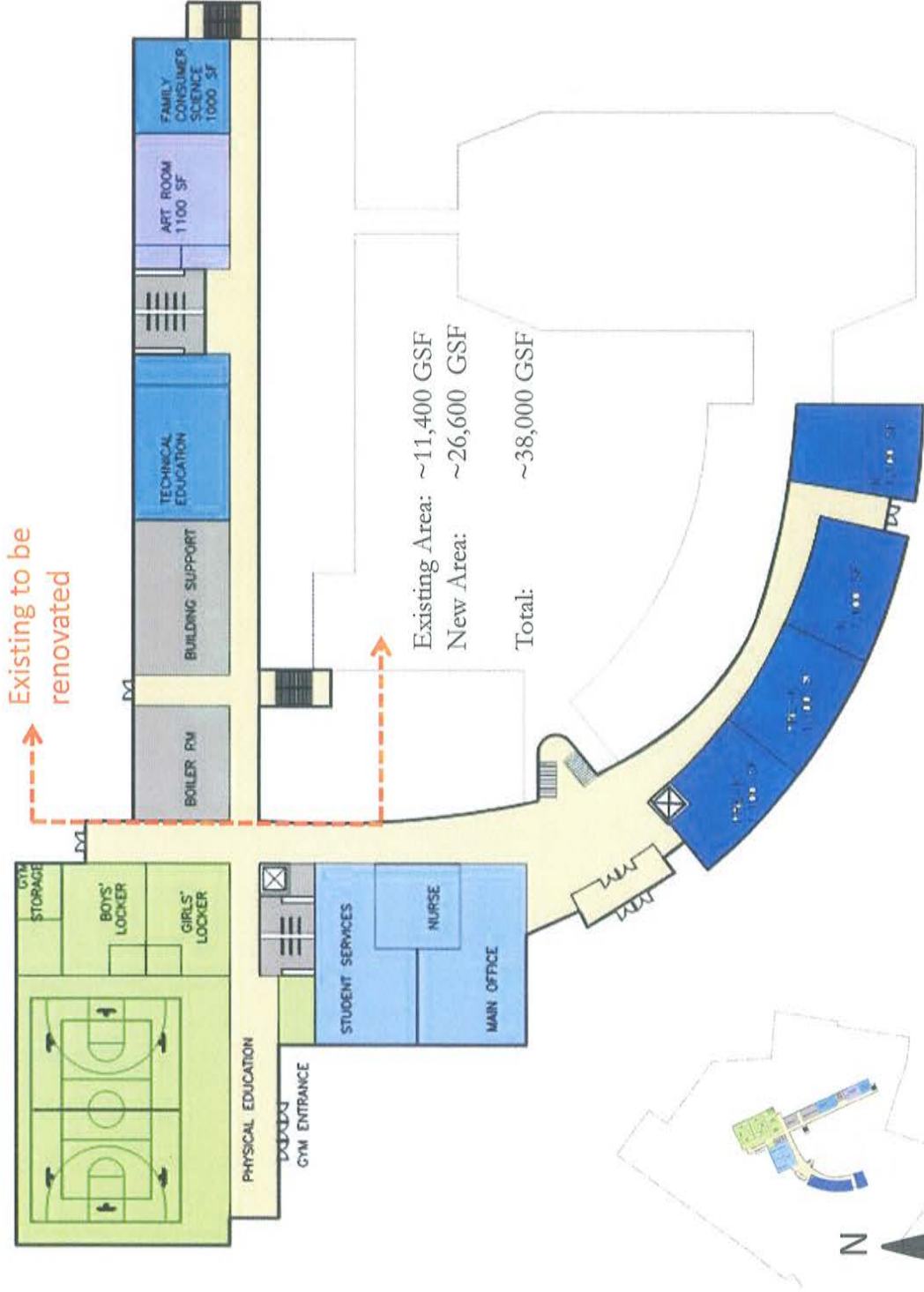
- Separate bus loop and parent drop off
- Queue for 9 buses
- 25 parking spaces at parent drop loop facilitates PreK & K drop off
- Approximately 135 total parking spaces
- 210' x 75' and 135' x 125' multi-purpose free play grassed areas
- Significant retaining walls at perimeter of parking and grassed areas required to make site development viable
- Possible option for one-way bus drive through site to RT 69, with additional site acquisition





Lower Floor Plan

- New two story wing built into site slope creates new façade making the school more prominent in the community
- New gym adjacent to field
- Prominent main entry on lower level at grade with bus loop and parking
- Main office has excellent supervision of site and main entry
- PreK & K on lower level immediately adjacent to parent drop off parking





Upper Floor Plan

- New two story wing built into site slope creates new façade making the school more prominent in the community
- Convert existing gym to cafeteria
- PreK through 4th grade in new wing
- 5th through 8th in renovated wing with support spaces
- Playgrounds in courtyard





Basic Material Descriptions

Site Construction

- Heavy duty pavement at all bus lanes
- Guardrails at perimeter of parking areas and drive aisles
- Concrete walks with integral CIP concrete curbs
- CIP concrete curbs elsewhere
- Large retaining walls at parking and field based on segmental concrete block retaining walls, similar to “International Gravity Wall/ Reinforced Wall” by Redi-Rock

Building Construction

- Steel braced frame with steel deck and composite concrete slabs
- Masonry veneer wall construction with CMU backup at exterior walls
- Membrane roof system with 20 yr. warranty
- Aluminum storefront punched windows, some curtain wall at entrances and stairwells
- Interior partitions:
 - CMU at corridors, stairwells, public rest rooms, locker rooms, building support, kitchen
 - Metal stud & gypsum board at classroom demising walls, offices
- Metal lockers in corridors, in-room cubbies for PreK and K

EDUCATIONAL SPECIFICATIONS FOR WENDELL CROSS ELEMENTARY SCHOOL

Extension and Alteration

1. PROJECT RATIONALE

Local research and long-range planning for The City of Waterbury indicates that elementary school enrollment will continue to increase and will peak in the 2018-19 school year. And the City's Educational policies include all the existing Elementary School be converted to a PreK through 5th grade neighborhood All available spaces in this elementary schools (including music, art, storage and resource rooms) that can be utilized as primary classrooms have been diverted to that use.

Today we find elementary school capacity to be insufficient, despite the above stated efforts. As well, we note the following:

- expanding technology opportunities for our students has impacted the classroom space requirements and has made more space necessary;
- there is a growing need for additional classroom facilities due to the state mandated prekindergarten early intervention programs;
- there is an increasing need in our community for bilingual education;
- Wendell Cross Elementary School has not been fully updated for compliance with the Americans with Disabilities Act and is in need of corrections for fire and health code violations as well;
- technology within the existing Wendell Cross Elementary School must be further expanded to allow access for all students, and the media center must be expanded and redesigned to better meet the needs of today's students.

To meet our educational needs at the elementary school level, we are proposing to build an extension of approximately 37,000 square feet. As well, we will make modifications to several of the existing classrooms and support spaces for programmatic reasons and best use of space. We will perform correction of code violations throughout the existing facility. Doors will be located in such a way as to allow the assembly areas to be used after hours without compromising the security of the remainder of the building.

2. **LONG-RANGE PLAN**

Building an addition to Wendell Cross Elementary School will allow The City of Waterbury to comply with the following aspects of its long-range plan:

- improve academic programs for The City of Waterbury students
- insure safe and appropriate learning environments for The City of Waterbury students
- incorporate current technology into the classroom curriculum
- provide full-day kindergarten programs at all The City of Waterbury elementary schools

The City of Waterbury plans to continue to utilize Wendell Cross Elementary School in its current capacity, and with appropriate maintenance, as an elementary school for at least the next twenty years.

3. **THE PROJECT**

The City of Waterbury proposes construction at Wendell Cross Elementary School to include a building extension, interior alterations, and correction of code violations. Details of the project are presented below. Classroom and program area sizes stated below are estimated and may be revised as the design work progresses. The extension with necessary alteration will provide a facility that meets the space requirements listed below:

THE PROJECT—Existing Space

The following list identifies the current type and size of space, the anticipated construction, and the space after construction. Equipment needs are also addressed for each space.

Current space:	18 general classrooms each approximately 800 square feet in size
Construction:	Interior alterations and code work to include conduit, wiring for technology, door widths/hardware/ADA compliance. Rooms will be repainted due to general age and condition.
FF&E:	For each classroom: 5 new computers, replacement desk for instructor; remainder of furniture existing and scheduled for reuse. Science Rooms and Computer labs will require additional furniture to meet these requirements.

THE PROJECT—Space

The following list describes the type and size of space to be housed in the facility. Actual final layout and utilization will be determined during the design phase of the project. Below lists all the spaces required in the finished facility. (Note that each classroom/program space will receive one American flag.)

- Construction: All new construction will comply with current codes, will address current and anticipate future technology, and will utilize energy efficient materials. Areas will receive suspended acoustical ceilings or gypsum as required. Natural and energy efficient lighting will be utilized as required to maximize energy efficiency.
- FF&E: As required for each space to include, desks, tables, shelving, file cabinets, assisted listening as required, accessories as required.
- Technology: Smart boards, computers, laptops, laptop carts and support equipment as required.

Space outlined below:

Classrooms:	3 per Pre K (1040 sf per class) = 3,120 sf 3 per K (1040 sf per class) = 3,120 sf 2 per 1 st Grade (860 sf class) = 1720 sf 2 per 2 nd Grade to 8 th Grade (800 sf class) = 11,200 sf
Science Rooms:	1 per 7th through 8 th grades (1,250) = 2,500 sf
Science Room Prep	1 room (200 sf/ea)
Breakout spaces:	3 areas (200-400 sf per space) = 1,200 sf
Special Education:	460 sf
Computer Lab:	2 ea at 800 sf/ea= 1,600 SF
Classroom Support:	Teachers space, copiers, break area = 800sf
Music Area:	1,500 sf
Art Area:	1,260 sf/ class
Media Center:	3,220 sf depending on use and volumes stored
Resource Center:	900 sf
OT,PT:	900 sf with necessary equipment
ESL	400 sf
Literacy Class	400 sf
Math learning center	400 sf
Parent liaison	200 sf
Speech Pathologist	200 sf
Student Growth	910 sf
Conference rooms	1 larger, 400 sf, 1 smaller 200 sf = 600 sf
Gym/locker rooms:	8,520 sf
Café/Food service:	5,100 sf depending on number of sittings
Lobby:	500 sf
Administrative:	Principal and staff general area 2,600 sf Guidance, Phycologist, Social Worker, Vice Principal

Nurse:	Nurse office/ storage/ cot area 800 sf
Custodial:	470 sf as required
Building Support:	4,890 sf
Family Resource Rooms:	900 sf

The square footage areas listed above are to be used for programming purposes only

4. **BUILDING SYSTEMS**

Security:	Currently there is limited security system in Wendell Cross Elementary School. As part of this project, a security system (Video Surveillance, access control and burglar) will be added to the entire facility.
Electrical:	Alternate energy source will be considered for this project. (Example would be Photovoltaic cells located on the roof)
Public Address:	The public address system will be upgraded and replaced as part of the project, and all instructional and support spaces will be affected.
Technology:	Current technology standards and anticipated future standards are being explored. The most up-to-date voice/video/data systems will be added to all instructional and support spaces within this school. A WAN will be installed and this building will be networked to the other schools and board of education offices within The City of Waterbury.
Phone System:	Currently, Wendell Cross Elementary School has only intercoms within each classroom. As part of the proposed project, a comprehensive phone system will be integrated with the technology component of the project, and phones will be installed throughout the facility. All support and instructional spaces will be addressed.
Clocks:	The clocks at Wendell Cross Elementary School will be replaced and upgraded. Like the phone system, they will be integrated into technology improvements at the facility. All support and instructional spaces will be addressed.

5. **INTERIOR BUILDING ENVIRONMENT**

Acoustics:	<p>Ceilings: Ceiling will be replaced in limited areas where reuse is not possible (e.g., where walls are demolished or moved due to change in room use and it will not be possible to reuse the existing ceiling grid). Where feasible existing ceilings will be maintained or reused. In the new portions of the building, suspended acoustical ceiling will be installed.</p> <p>Walls: Classroom walls will be constructed of concrete masonry units. In specialized areas such as the new media center, acoustical</p>
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- treatments will be installed. Walls within all offices will be treated with vinyl wall covering.
- Lighting: If the programmatic use of existing space is changed (e.g., library converted to offices), the lighting design will be modified and lights replaced as appropriate for the new space usage and as necessitated by redesign of ceiling. Where possible existing lighting will be maintained. (An exception to reuse is the gymnasium where the lighting is being replaced due to general age and condition)) In the new portions of the building, lighting will be energy efficient and cosmetically similar to that within the existing building. All lighting utilized will be the most current energy efficient models.
- HVAC: Heating: An additional boiler will be installed to handle the increased needs of the new building wing.
 Ventilating: Currently there is no mechanical ventilation within Wendell Cross Elementary School. As part of this project, a mechanical ventilation system will be added.
 Air Conditioning: The existing facility does not have any form of central air conditioning; some of the offices have window units. As part of this project, a central air handling unit will be installed to condition the air throughout the school, separate units will be included for computer labs and network data rooms. Sustainable alternate energy source/s will be considered and utilized within this project if applicable.
- Plumbing: Modifications will be made to the existing system for increased capacity related to the extension or if required by code (e.g., fixture count adjustments, changes to septic system/flow). A second hot water heater will be added. New piping will be for the extension only; no replacements to existing.
- Windows/Doors: Changes may be made to the existing windows as part of this project. Windows in the building extension will be energy efficient and of a type that can be opened at the top and/or bottom to allow for natural ventilation. Interior doors will be replaced as necessary when doorways are widened for ADA reasons. Entrance doors may also be replaced if modifications for ADA require changes. Other exterior doors will not be affected by construction.

6. **SITE DEVELOPMENT**

- Site Acquisition: Not applicable.
- Parking: Due to the location of the building extension on the site, it will be necessary change the parking layout to meet the local Planning and Zoning requirements and the need for additional spaces due to the addition. ADA requirements will also be addressed for parking and passenger loading zone.

Drives:	Modifications to the entrance of the building require relocation of the bus access and driveway.
Walkways:	Proximate to the building entrance, all walkways will be resurfaced due to general age and condition. Some new walkways will be added.
Outdoor Athletic Facilities:	The current playground will be unchanged as a result of construction; however, a new accessible playscape will be put in to replace the equipment currently on site which is not accessible.
Landscaping:	Trees along the west end of the school will be removed to accommodate the building extension. At the conclusion of construction, trees and other greenery will be planted to complement the building and site. Only areas affected by construction will be impacted. The remainder of the school's landscaping will be unaffected. Trees will be planted a sufficient distance from the building to avoid future maintenance problems. Consideration will be given to safety and security when placing foliage around walkways and areas of building access. High performance building characteristics will be utilized.
Site Improvements:	Along the front of the school, new bike racks will be installed. As well, benches will be installed in appropriate locations around the new building entrance. All of these items are new and not replacement. The flag pole will be removed from its original location, moved, and replaced after redesign of the driveway and bus access are completed. Age appropriate playscapes will be added.
Roofing Systems:	Project will utilized heat island affect limiting systems, as well as potential utilizing alternate energy systems.

7. **CONSTRUCTION BONUS REQUESTS**

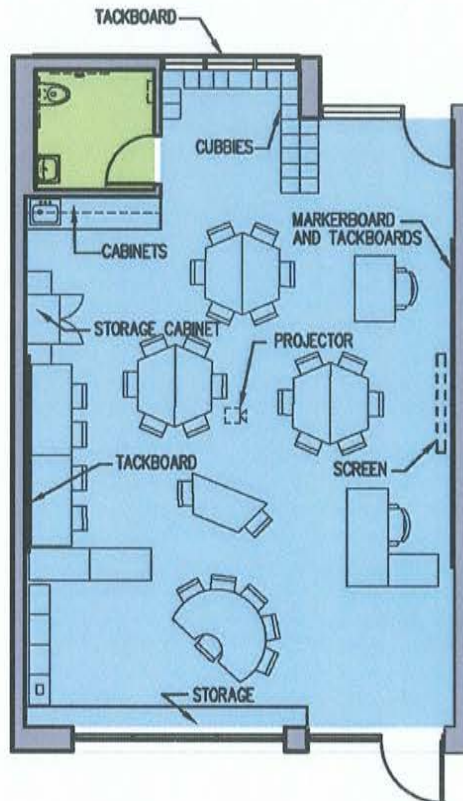
School Readiness:	C.G.S. 10-285a(e)
Full-day Kindergarten:	C.G.S. 10-285a(h)

8. **COMMUNITY USES**

Wendell Cross Elementary School will be designed to facilitate activities during the school hours, before and after school hours, and throughout the calendar year.

- Higher Education will be offered in the evenings
- PTO will use the media center and conference rooms for meetings before and after school; as well, note that they have an office and storage space within the building
- The Recreation Department will use the gymnasium for activities evenings when it is not being used by the students
- Summer Enrichment Programs will be held here
- Neighborhood and City-wide Community Meetings take place in the evenings
- Boy and Girl Scout programs are run here after school as are several other youth clubs
- Community Choral performances and productions take place in the cafetorium during summer evenings
- PAL activities
- City Training for the district

APPENDIX A
SPACE STANDARDS
(for programmatic reference)



FURNITURE

2 TEACHER'S DESKS
2 TEACHER'S CHAIRS
FILING CABINET
7 STUDENT TABLES
2 COMPUTER TABLES
1 PROJECT TABLE
30 STUDENT CHAIRS
AREA RUG

PLUMBING

TOILET ROOM
S.S. SINK

ENVIRONMENTAL

RECYCLING CENTER
MECHO SHADES
EXTERIOR DOOR
OPERABLE SASHES
DOOR W/SIDELIGHT

DISPLAY

FLAG HOLDER
TACKBOARDS (16' MIN)
MARKERBOARD
TACK STRIP

STORAGE

STORAGE CABINET
CUBBIES
UNDER WINDOW SHELVING
CABINETS
HARD SURFACE COUNTERTOP

LIGHTING

LIGHT SENSOR

TECHNOLOGY

1 PAGING SPEAKER
1 TELEPHONE JACK
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
1 VHS/DVD OR DSM
1 VIDEO PORT
WIRELESS CLOCK SYSTEM
5-9 DATA JACKS

20 STUDENTS MAX

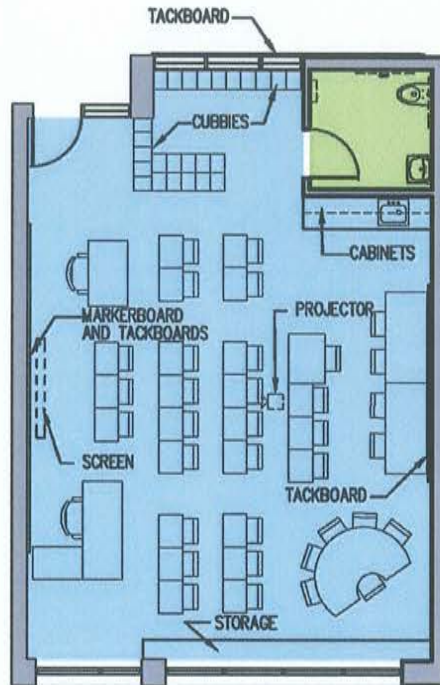
60 S.F. TOILET
980 S.F. CLASSROOM

1040 S.F. TOTAL



PRE-K AND KINDERGARTEN
SAMPLE LAYOUT

B1 OF 24
MARCH 5 2007



FURNITURE

2 TEACHER'S DESKS
2 TEACHER'S CHAIRS
FILING CABINET
24 STUDENT DESKS
HC ACCESSIBLE DESK
2 COMPUTER TABLES
1 PROJECT TABLE
34 STUDENT CHAIRS

STORAGE

CUBBIES
UNDER WINDOW SHELVING
CABINETS
HARD SURFACE COUNTERTOP

LIGHTING

LIGHT SENSOR

PLUMBING

TOILET ROOM
S.S. SINK

ENVIRONMENTAL

RECYCLING CENTER
MECHO SHADES
OPERABLE SASHES
DOOR W/SIDELIGHT

TECHNOLOGY

1 PAGING SPEAKER
1 TELEPHONE JACK
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
1 VHS/DVD OR DSM
1 VIDEO PORT
WIRELESS CLOCK SYSTEM
5-9 DATA JACKS

DISPLAY

FLAG HOLDER
TACKBOARDS (16' MIN)
MARKERBOARD
TACK STRIP

24 STUDENTS MAX.

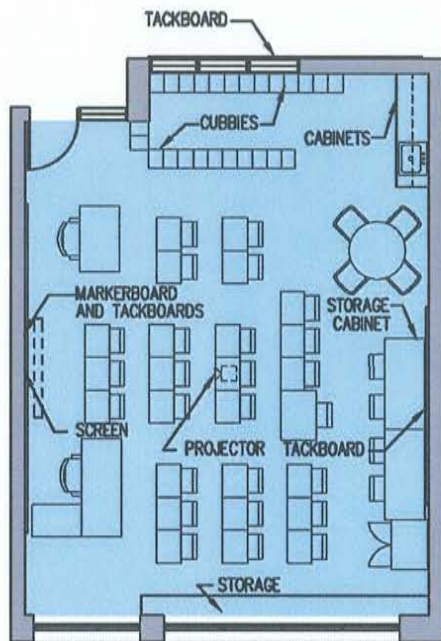
60 S.F. STORAGE CLOSET
800 S.F. CLASSROOM

860 S.F. TOTAL



1ST GRADE
SAMPLE LAYOUT

B2 OF 24
MARCH 5 2007



FURNITURE

2 TEACHER'S DESKS
2 TEACHER'S CHAIRS
FILING CABINET
25 STUDENT DESKS
HC ACCESSIBLE DESK
2 COMPUTER TABLES
29 STUDENT CHAIRS

STORAGE

STORAGE CABINET
CUBBIES
UNDER WINDOW SHELVING
CABINETS
HARD SURFACE COUNTERTOP

LIGHTING

LIGHT SENSOR

PLUMBING

TOILET ROOM
S.S. SINK

ENVIRONMENTAL

RECYCLING CENTER
MECHO SHADES
OPERABLE SASHES
DOOR W/SIDELIGHT

TECHNOLOGY

1 PAGING SPEAKER
1 TELEPHONE JACK
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
1 VHS/DVD OR DSM
1 VIDEO PORT
WIRELESS CLOCK SYSTEM
5-9 DATA JACKS

DISPLAY

FLAG HOLDER
TACKBOARDS (16' MIN)
MARKERBOARD
TACK STRIP

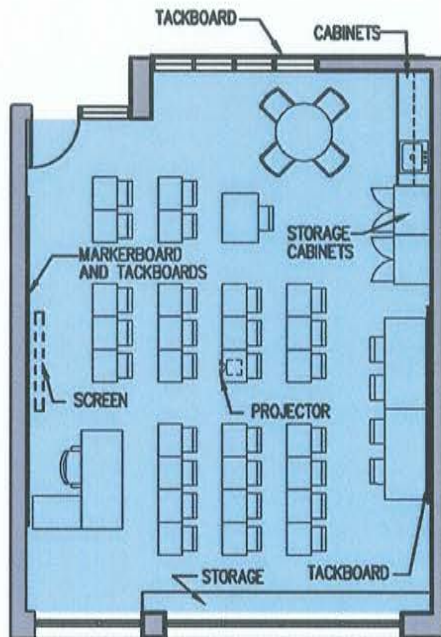
25 STUDENTS MAX.

800 S.F. CLASSROOM



2ND AND 3RD GRADE
SAMPLE LAYOUT

B3 OF 24
MARCH 5 2007



FURNITURE

TEACHER'S DESK
TEACHER'S CHAIR
FILING CABINET
28 STUDENT DESKS
2 COMPUTER TABLES
32 STUDENT CHAIRS

STORAGE

2 STORAGE CABINETS
UNDER WINDOW SHELVING
CABINETS
HARD SURFACE COUNTERTOP

LIGHTING

LIGHT SENSOR

PLUMBING

TOILET ROOM
S.S. SINK

ENVIRONMENTAL

RECYCLING CENTER
MECHO SHADES
OPERABLE SASHES
DOOR W/SIDELIGHT

TECHNOLOGY

1 PAGING SPEAKER
1 TELEPHONE JACK
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
1 VHS/DVD OR DSM
1 VIDEO PORT
WIRELESS CLOCK SYSTEM
5-8 DATA JACKS

DISPLAY

FLAG HOLDER
TACKBOARDS (16' MIN)
MARKERBOARD
TACK STRIP

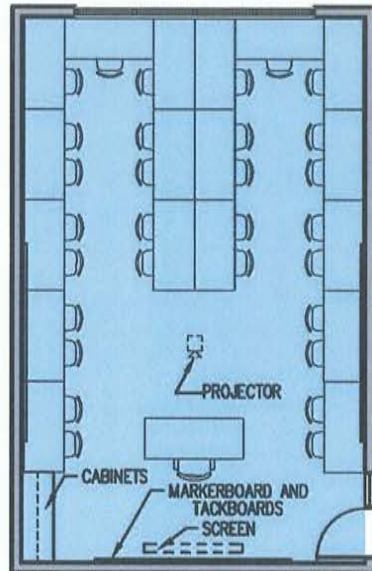
28 STUDENTS MAX.

800 S.F. CLASSROOM



4TH - 8TH GRADE
SAMPLE LAYOUT

B4 OF 24
MARCH 5 2007



FURNITURE

TEACHER'S DESK
TEACHER'S CHAIR
19 COMPUTER TABLES
28 STUDENT CHAIRS

ENVIRONMENTAL

MECHO SHADES
OPERABLE SASHES

DISPLAY

FLAG HOLDER
TACKBOARDS
MARKERBOARD
TACK STRIP

STORAGE

CABINETS

LIGHTING

LIGHT SENSOR

EQUIPMENT

COMPUTERS
WIRELESS CLOCK SYSTEM

TECHNOLOGY

1 PAGING SPEAKER
1 TELEPHONE JACK
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
1 VHS/DVD OR DSM
1 VIDEO PORT
WIRELESS CLOCK SYSTEM
DATA JACKS

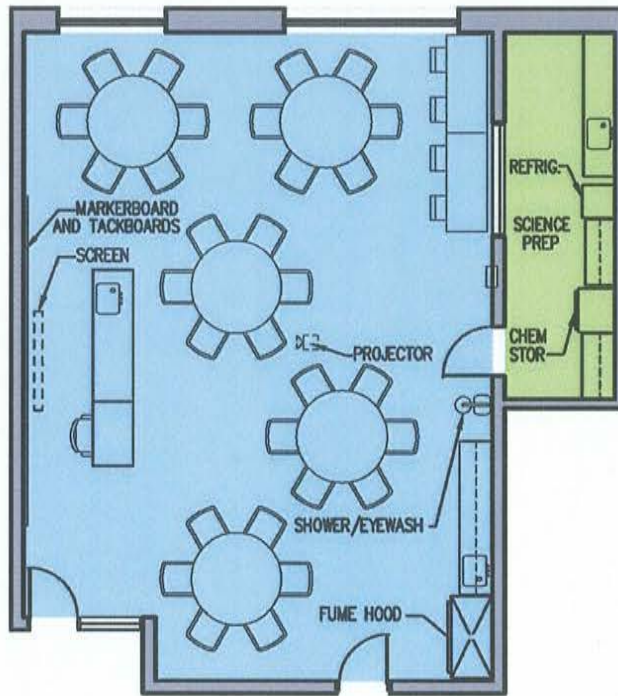
28 STUDENTS MAX.

710 S.F. TOTAL



COMPUTER LAB
SAMPLE LAYOUT

B5 OF 24
MARCH 5 2007



FURNITURE

TEACHER'S TABLE
TEACHER'S CHAIR
5 STUDENT TABLES
2 COMPUTER TABLES
30 STUDENT STOOLS
4 STUDENT CHAIRS

ENVIRONMENTAL

MECHO SHADES
DOOR W/SIDELIGHT
OPERABLE SASHES
DOOR W/SIDELIGHT

DISPLAY

FLAG HOLDER
TACKBOARDS
MARKERBOARD
TACK STRIP

STORAGE

CABINETS

LIGHTING

LIGHT SENSOR

PLUMBING

3 S.S. SINK
EYE WASH
SHOWER

EQUIPMENT

COMPUTERS
FUME HOOD
CHEMICAL CABINET
REFRIGERATOR
WIRELESS CLOCK SYSTEM

TECHNOLOGY

1 PAGING SPEAKER
1 TELEPHONE JACK
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
1 VHS/DVD OR DSM
1 VIDEO PORT
WIRELESS CLOCK SYSTEM
5-9 DATA JACKS

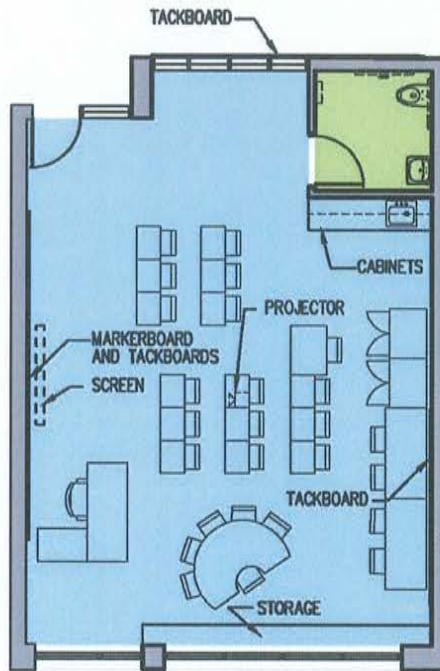
28 STUDENTS MAX.

150 S.F. SCIENCE PREP
1100 S.F. CLASSROOM
1250 S.F. TOTAL



SCIENCE LAB
SAMPLE LAYOUT

B6 OF 24
MARCH 5 2007



FURNITURE

TEACHER'S DESK
TEACHER'S CHAIR
FILING CABINET
15 STUDENT DESKS
2 COMPUTER TABLES
1 PROJECT TABLE
25 STUDENT CHAIRS

STORAGE

STORAGE CLOSET
UNDER WINDOW SHELVING
CABINETS
HARD SURFACE COUNTERTOP

LIGHTING

LIGHT SENSOR

PLUMBING

S.S. SINK

TECHNOLOGY

1 PAGING SPEAKER
1 TELEPHONE JACK
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
1 VHS/DVD OR DSM
1 VIDEO PORT
WIRELESS CLOCK SYSTEM
5-9 DATA JACKS

ENVIRONMENTAL

RECYCLING CENTER
MECHO SHADES
OPERABLE SASHES
DOOR W/SIDELIGHT

DISPLAY

FLAG HOLDER
TACKBOARDS (16' MIN)
MARKERBOARD
TACK STRIP

15 STUDENTS MAX.

60 S.F. STORAGE CLOSET

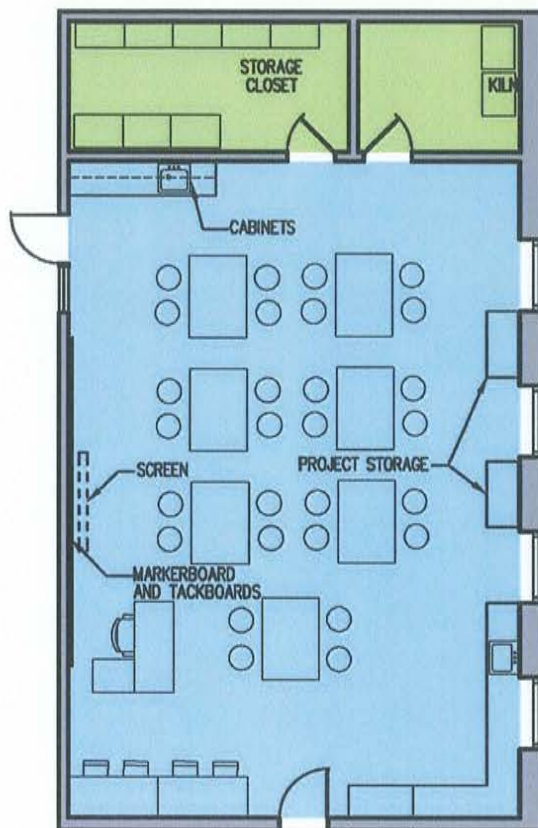
800 S.F. CLASSROOM

860 S.F. TOTAL



SPECIAL EDUCATION
SAMPLE LAYOUT

B7 OF 24
MARCH 5 2007



FURNITURE

TEACHER'S DESK
TEACHER'S CHAIR
FILING CABINET
2 COMPUTER TABLES
7 STUDENT TABLES
28 STUDENT STOOLS
4 STUDENT CHAIRS

ENVIRONMENTAL

MECHO SHADES
OPERABLE SASHES
DOOR W/SIDELIGHT

DISPLAY

FLAG HOLDER
TACKBOARDS
MARKERBOARD
TACK STRIP
PROJECTOR/SCREEN

STORAGE

STORAGE CLOSET
CABINETS
PROJECT STORAGE
HARD SURFACE COUNTERTOP

LIGHTING

LIGHT SENSOR

PLUMBING

2 S.S. SINKS

EQUIPMENT

4 COMPUTERS
KILN & DRYING CABINET
WIRELESS CLOCK SYSTEM

TECHNOLOGY

1 PAGING SPEAKER
1 TELEPHONE JACK
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
1 VHS/DVD OR DSM
1 VIDEO PORT
WIRELESS CLOCK SYSTEM
5-9 DATA JACKS

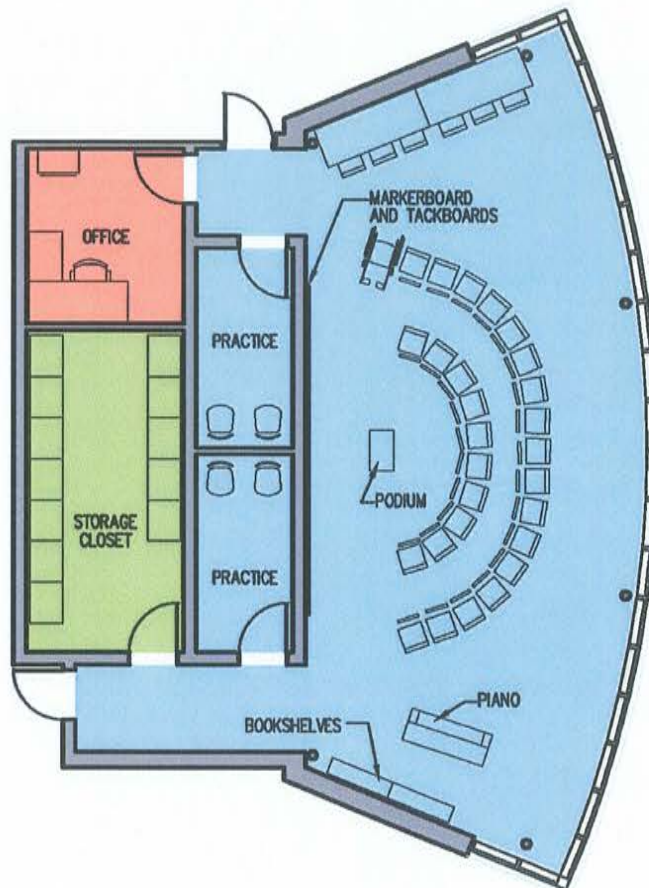
27 STUDENTS MAX.

150 S.F. STORAGE CLOSET
80 S.F. KILN ROOM
1100 S.F. CLASSROOM
1330 S.F. TOTAL



ART CLASSROOM
SAMPLE LAYOUT

B8 OF 24
MARCH 5 2007



FURNITURE

TEACHER'S DESK
TEACHER'S CHAIR
FILING CABINET
2 COMPUTER TABLES
CONSOLE PIANO
PODIUM
30 STUDENT CHAIRS
BOOKSHELVES
CONSOLE

ENVIRONMENTAL

MECHO SHADES
ACOUSTICALLY RATED
DOORS AND FRAME
ASSEMBLY
ACOUSTICAL CEILING
AND WALLS
DOOR W/SIDE LIGHT

DISPLAY

FLAG HOLDER
TACKBOARDS
MARKERBOARD
TACK STRIP

STORAGE

CLOSET

LIGHTING

LIGHT SENSOR

EQUIPMENT

6 COMPUTERS
MUSIC SYSTEM

TECHNOLOGY

1 PAGING SPEAKER
1 TELEPHONE JACK
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
1 VHS/DVD OR DSM
1 VIDEO PORT
WIRELESS CLOCK SYSTEM
5-9 DATA JACKS

NOTE

LOCATE MUSIC ROOM REMOTE
FROM AREAS SENSITIVE TO NOISE

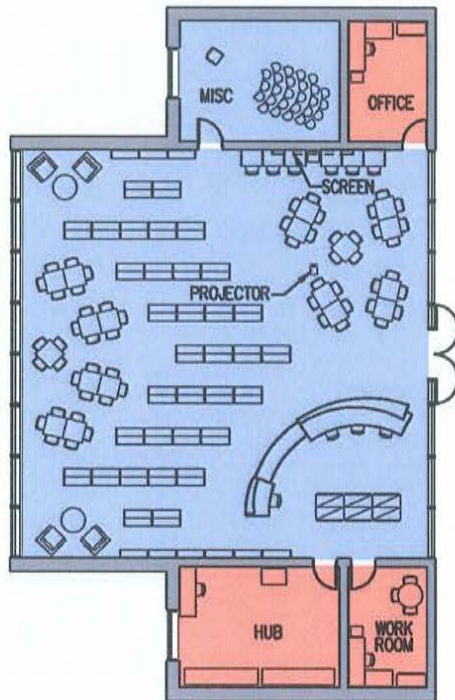
28 STUDENTS MAX.

200 S.F. STORAGE CLOSET
(2) 75 S.F. PRACTICE ROOMS
150 S.F. OFFICE/WORKROOM
1000 S.F. CLASSROOM
1500 S.F. TOTAL



MUSIC CLASSROOM
SAMPLE LAYOUT

B9 OF 24
MARCH 5 2007



FURNITURE

11 TABLES
48 CHAIRS
2 ARM CHAIRS
BOOKSHELVES
WORK TABLE
2 DESKS
FILE CABINETS
BUILT IN WORK STATIONS
AND RECEPTION DESK
FLOOR SEATING
DISPLAY TABLES

ENVIRONMENTAL

RECYCLING CENTER
MECHO SHADES
OPERABLE SASHES

DISPLAY

FLAG HOLDER
PROJECTOR/SCREEN
CLOCK

LIGHTING

LIGHT SENSOR

STORAGE

CABINETS
CLOSET

TECHNOLOGY

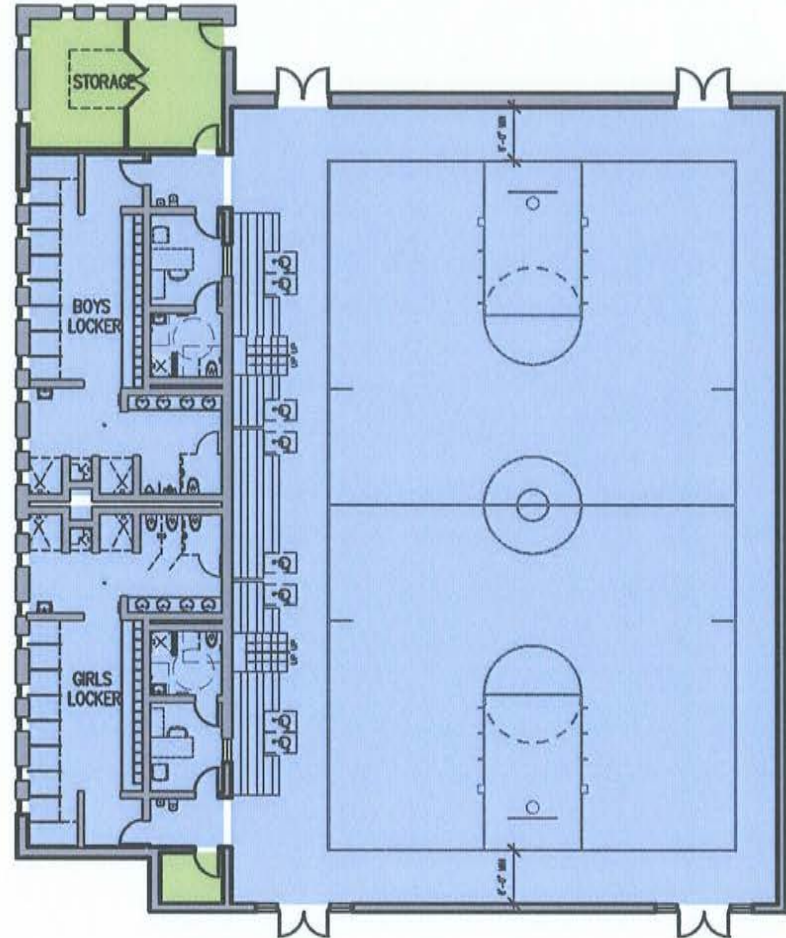
1 PAGING SPEAKER
2 TELEPHONE JACKS
PROJECTOR, SCREEN AND
AUXILIARY SPEAKERS
2 VHS/DVD OR DSM
2 VIDEO PORTS
WIRELESS CLOCK SYSTEM
10 DATA JACKS

2500 S.F. MEDIA CENTER
400 S.F. MISCELLANEOUS
100 S.F. WORK ROOM
100 S.F. OFFICE
300 S.F. COMPUTER HUB
3400 S.F. TOTAL



MEDIA CENTER
SAMPLE LAYOUT

B13 OF 24
MARCH 5 2007

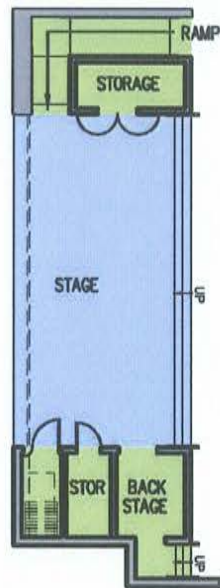


NOTE
MINIMUM UNOBSTRUCTED
HEIGHT = 25 FEET

- FURNITURE
TELESCOPING BLEACHERS
24 LOCKERS/EA. ROOM
COACH'S DESKS
COACH'S CHAIRS
- LOCKERS PLUMBING
6 SHOWERS
6 TOILET FIXTURES
10 SINKS
DRINKING FOUNTAINS
- COACHS PLUMBING
2 SHOWERS
2 TOILET FIXTURES
2 SINKS
- STORAGE
LOCKABLE STORAGE ROOM
- LIGHTING
LIGHT SENSOR
- EQUIPMENT/TECHNOLOGY
2 GLASS BACKBOARDS
4 WOOD BACKBOARDS
WIRELESS ELECTRONIC SCOREBOARD
DIVIDER CURTAIN
FLOOR SLEEVES FOR VOLLEYBALL POSTS
PERIMETER WALL PADDING
ACOUSTICAL TREATMENT
4 WIRELESS CLOCKS
3 TELEPHONE JACKS
- 700 S.F. BLEACHERS
5800 S.F. GYM
500 S.F. STORAGE AND SUPPLIES
1400 S.F. LOCKER ROOMS
240 S.F. OFFICES
8640 S.F. TOTAL



GYMNASIUM
SAMPLE LAYOUT



FURNITURE

PIANO

DISPLAY

SCREEN

FIRE SAFETY

2 SMOKE HATCHES
SPRINKLERS

STORAGE

STORAGE CLOSETS

LIGHTING

LIGHT SENSOR
THEATRICAL LIGHTS

EQUIPMENT

OPERABLE PARTITION
(OPTIONAL)
CURTAIN TRACKS
HOUSE CURTAIN
VALANCES
FIRST BORDER
CYCLORAMA

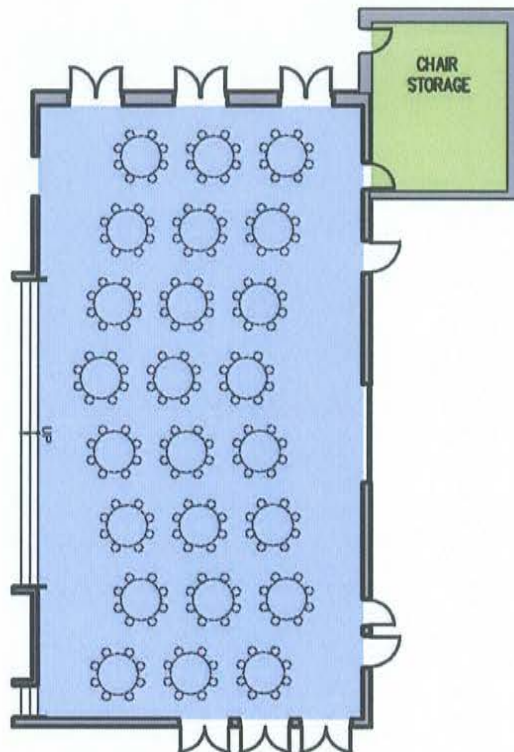
1000 S.F. STAGE
200 S.F. BACKSTAGE
EQUIPMENT

NOTE: 350 S.F. CHAIR STORAGE
LOCATED ADJACENT TO
CAFETERIA.



STAGE
SAMPLE LAYOUT

B15 OF 24
MARCH 5 2007



FURNITURE
24 TABLES
192 CHAIRS

ENVIRONMENTAL
RECYCLING CENTER
BLACK OUT SHADES
EXTERIOR DOORS

DISPLAY
FLAG HOLDER
PROJECTOR/SCREEN
2 WIRELESS CLOCKS

LIGHTING
LIGHT SENSOR

STORAGE
FOR 200+ STACKING
CHAIRS

TECHNOLOGY
SOUNDSYSTEM AND
SPEAKERS
PROJECTOR AND AUXILIARY
SPEAKERS
AMPLIFICATION DEVICE
ACOUSTICAL TREATMENT
1 TELEPHONE JACK
1 PAGING SPEAKER

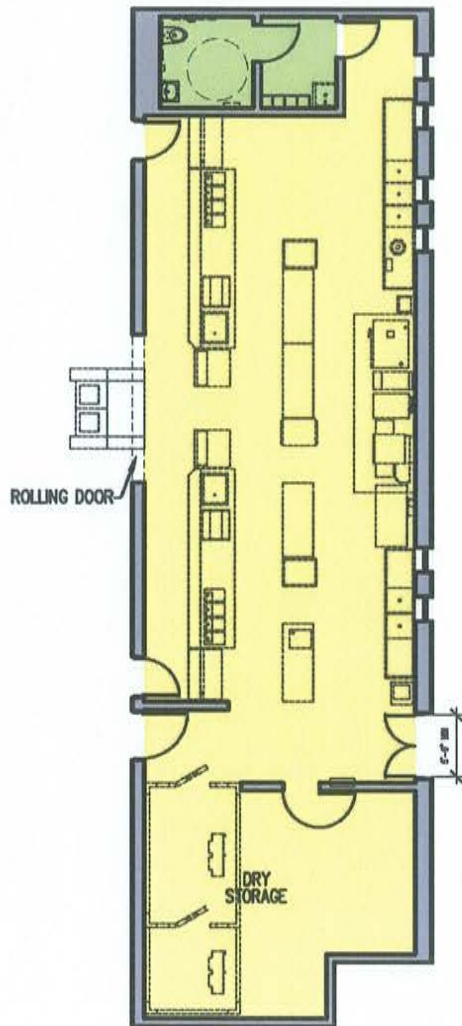
3000 S.F. CAFETERIA
350 S.F. CHAIR STORAGE
3350 S.F. TOTAL

NOTE: 300 S.F. FACULTY
DINING TO BE LOCATED
ADJACENT TO CAFE



CAFETERIA
SAMPLE LAYOUT

B16 OF 24
MARCH 5 2007



FURNITURE

DESK
COMPUTER DESK

STORAGE

STORAGE AND SHELVING

ENVIRONMENTAL

RECYCLING CENTER

LIGHTING

LIGHT SENSOR

PLUMBING

TOILET ROOM

TECHNOLOGY

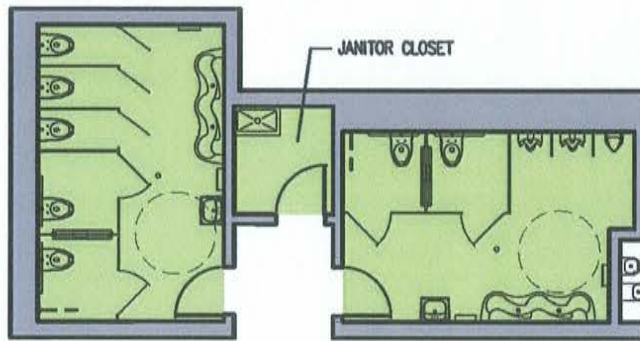
1 PAGING SPEAKER
1 TELEPHONE JACK
WIRELESS CLOCK SYSTEM
1 DATA JACK

1750 S.F. TOTAL



KITCHEN
SAMPLE LAYOUT

B17 OF 24
MARCH 5 2007



FURNITURE

FLOOR MTD. SOLID PLASTIC
TOILET PARTITIONS

PLUMBING

TOILETS/URINALS
ADA ACCESSIBLE & COMMUNITY SINKS
MOP SINK

EQUIPMENT

DOUBLE ROLL TOILET PAPER DISPENSER
SURFACE MTD SOAP DISPENSER
SURFACE MTD TOWEL DISPENSER
WALL MIRROR
GRAB BARS
SANITARTY DISPOSAL

LIGHTING

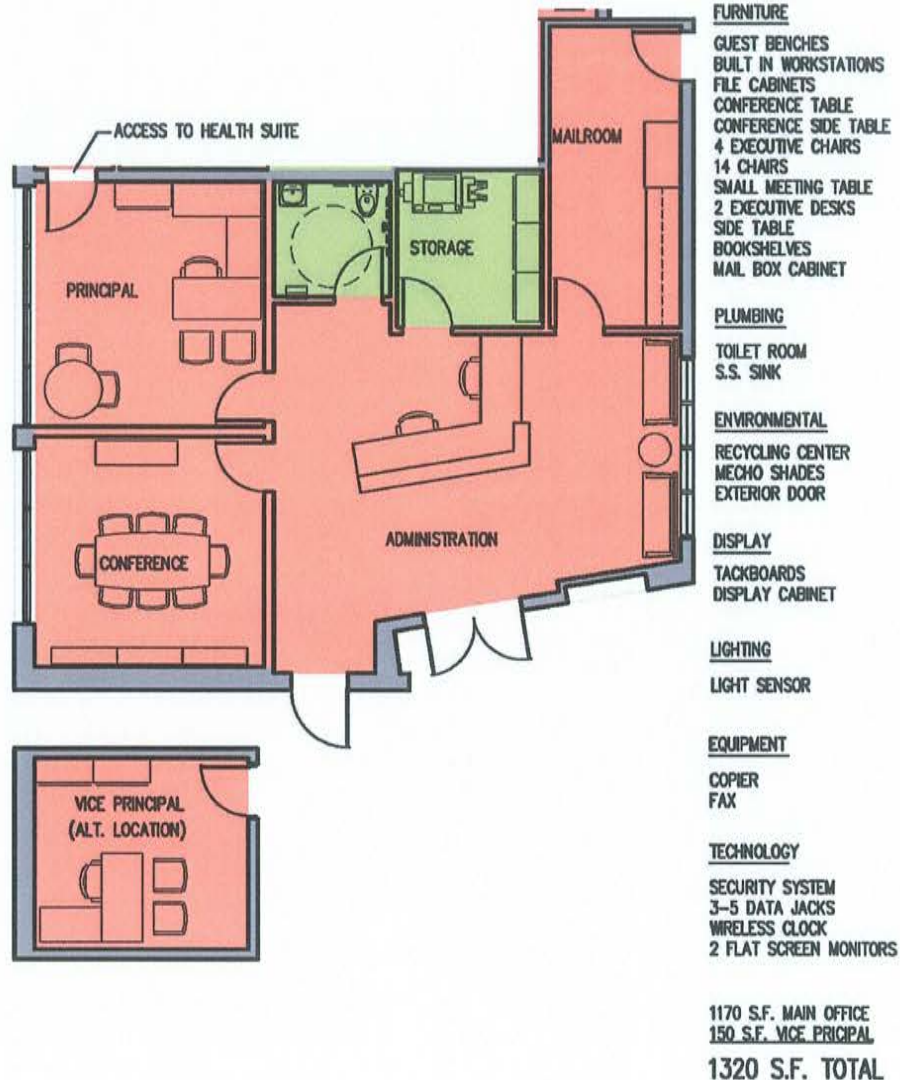
LIGHT SENSOR

210 S.F. TOTAL (EACH TOILET ROOM)



GANG TOILETS
SAMPLE LAYOUT

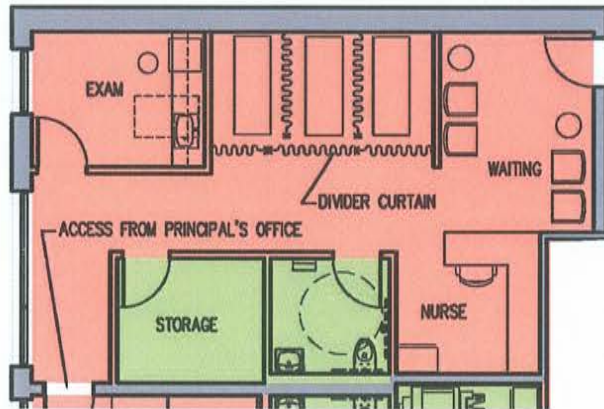
B18 OF 24
MARCH 5 2007



0 1 5 10

MAIN OFFICE
SAMPLE LAYOUT

B19 OF 24
MARCH 5 2007



FURNITURE

4 CHAIRS
EXECUTIVE CHAIR
3 PATIENT BEDS
2 SIDE TABLES
FILING CABINETS
STOOL

PLUMBING

TOILET ROOM
S.S. SINK

ENVIRONMENTAL

WINDOW SHADES

STORAGE

CABINETS

LIGHTING

LIGHT SENSOR

EQUIPMENT

UNDERCOUNTER
REFRIGERATORS
LOCKABLE REFRIGERATOR
DOUBLE LOCKABLE MED
STORAGE
EXAM TABLE

TECHNOLOGY

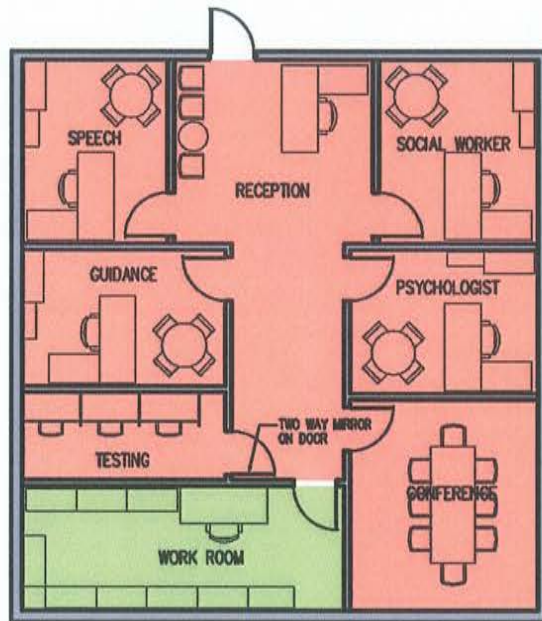
TELEPHONE JACK
PAGING SPEAKER
WIRELESS CLOCK
DATA JACK

640 S.F. TOTAL



HEALTH CLINIC
SAMPLE LAYOUT

B20 OF 24
MARCH 5 2007



FURNITURE

5 DESKS
4 EXECUTIVE CHAIRS
15 CHAIRS
FILING CABINETS
CONFERENCE TABLE
4 MEETING TABLES
16 STUDENT CHAIRS
WORK TABLE

STORAGE

CABINETS
BOOKSHELVES

LIGHTING

LIGHT SENSOR

TECHNOLOGY

TELEPHONE JACKS
WIRELESS CLOCK
DATA JACKS
PAGING SPEAKER

ENVIRONMENTAL

RECYCLING CENTER
MECHO SHADES

DISPLAY

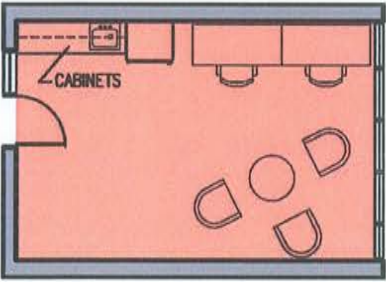
TACKBOARDS

910 S.F. TOTAL



GUIDANCE SUITE
SAMPLE LAYOUT

B21 OF 24
MARCH 5 2007



FURNITURE
2 DESKS
SMALL TABLE
5 CHAIRS

PLUMBING
S.S. SINK

ENVIRONMENTAL
MECHO SHADES

DISPLAY
TACKBOARDS

STORAGE
CABINETS

LIGHTING
LIGHT SENSOR

EQUIPMENT
REFRIGERATOR

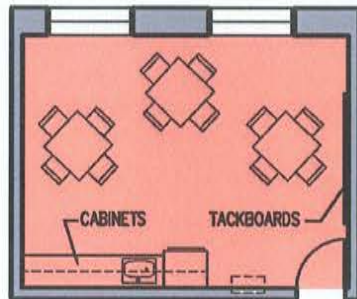
TECHNOLOGY
PAGING SPEAKER
WIRELESS CLOCK
TELEPHONE JACK
DATA JACK

300 S.F. TOTAL



WORK ROOM
SAMPLE LAYOUT

B22 OF 24
MARCH 5 2007



FURNITURE

3 TABLES
12 CHAIRS
TACKBOARD

PLUMBING

S.S. SINK

ENVIRONMENTAL

RECYCLING CENTER
MECHO SHADES
OPERABLE SASHES

DISPLAY

TACKBOARDS

STORAGE

CABINETS
HARD SURFACE COUNTERTOP

LIGHTING

LIGHT SENSOR

EQUIPMENT

REFRIGERATOR
MICROWAVE

TECHNOLOGY

PAGING SPEAKER
WIRELESS CLOCK
PHONE JACK
2 DATA JACKS

300 S.F. TOTAL

(TO BE LOCATED ADJACENT TO CAFETERIA)



FACULTY DINING
SAMPLE LAYOUT

B23 OF 24
MARCH 5 2007



FURNITURE

DESK
CHAIR

PLUMBING

EYEWASH
TOILET ROOM
MOP SINK

STORAGE

LOCKERS
SHELVING
SUPPLY CLOSET

FURNITURE

24 TABLES
192 CHAIRS

ENVIRONMENTAL

RECYCLING CENTER
BLACK OUT SHADES
EXTERIOR DOORS

TECHNOLOGY

TELEPHONE JACK
DATA JACK
PAGING SPEAKER

410 S.F. CUSTODIAL SUITE

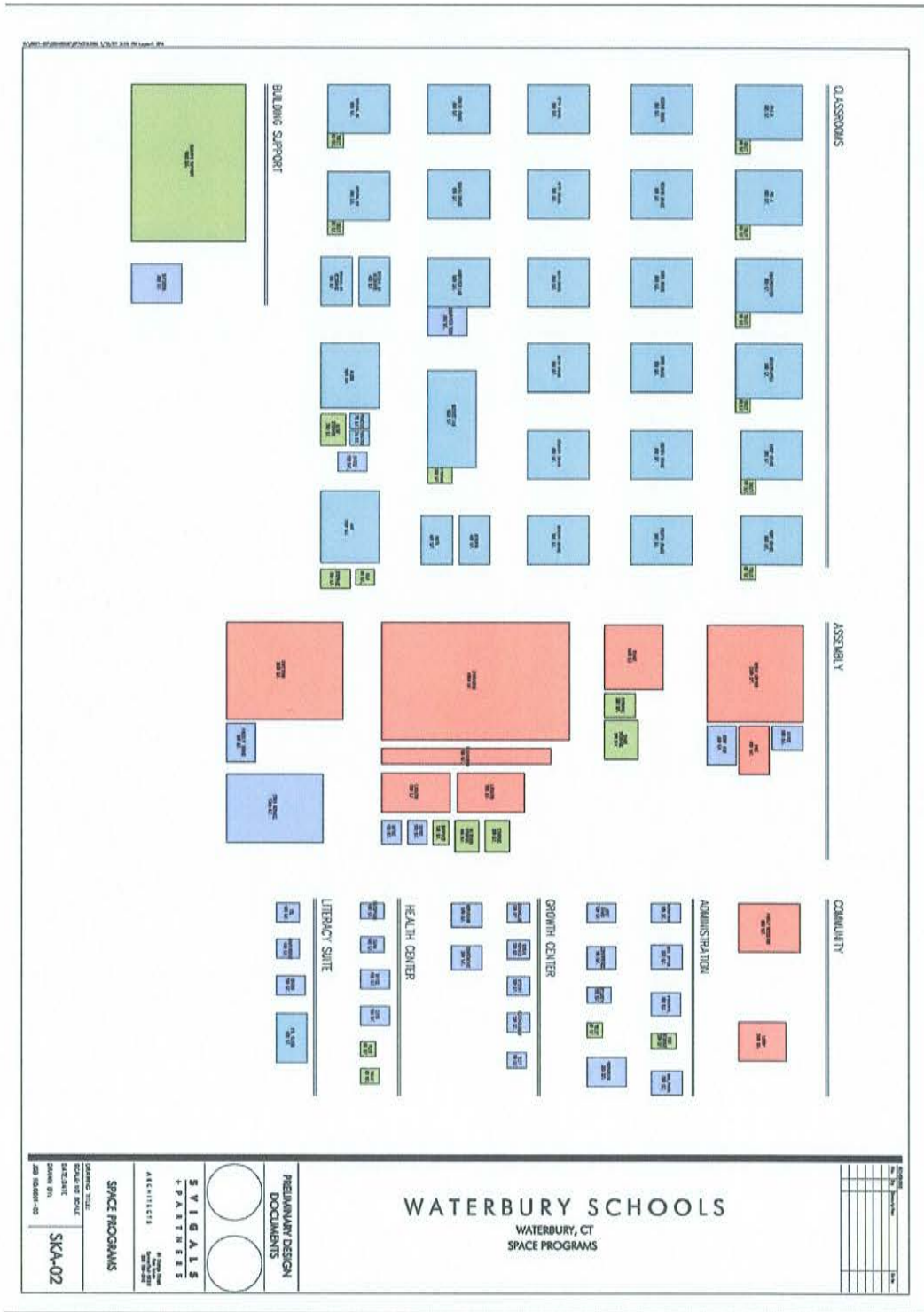
NOTE:

(2) 60 S.F. SUPPLY CLOSETS TO
BE LOCATED STRATEGICALLY
WITHIN BUILDING.



CUSTODIAL SUITE
SAMPLE LAYOUT

B24 OF 24
MARCH 5 2007



DRAFT

ARCHITECT / ENGINEER AGREEMENT

RFQ No. 6237

for

**Design Services for Wendell L Cross Elementary School
Additions and Alterations**

between

**Waterbury Development Corporation acting on behalf of The WDC or City
of Waterbury
and**

THIS AGREEMENT, effective on the date signed by the Waterbury Development Corporation, is by and between Waterbury Development Corporation acting on behalf of the WDC or City of Waterbury, 83 Bank Street, Waterbury, Connecticut ("WDC") and _____, located at _____ a State of _____ duly registered domestic corporation (the "Firm").

WHEREAS, the Firm submitted qualifications in response to **RFQ No. 6237** for design services for Wendell L. Cross Elementary School Additions and Alterations; and

WHEREAS, WDC, on behalf of the WDC or City of Waterbury, accepted the Firm's Qualifications for **RFQ No. 6237**; and subsequently negotiated a scope of services (or project specifications) and compensation as attached hereto in **Attachment A**; and

WHEREAS, WDC, on behalf of the WDC or City of Waterbury, desires to obtain the Firm's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Firm shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the WDC. All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The

Firm shall make such revisions or modifications to its work, at its own cost and expense, as WDC or WDC or City may require in order to be deemed complete.

1.1. The Project consists of providing complete architectural and engineering design services for the Wendell L. Cross Elementary School Addition and Alterations located at 1255 Hamilton Avenue, Waterbury, CT 06706 (Project), as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- (i) Project plans, specifications, drawings, supplemental conditions
- (ii) the WDC/ WDC or City's solicitation documents and the Firm's responses
- (iii) Solicitation Addenda, dated _____
- (iv) any and all amendment(s) and Change Orders, issued by the WDC or WDC or City after execution of Contract (incorporated by reference)
- (v) Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- (vi) Certificates of Insurance
- (vii) All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The WDC or WDC or City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- (i)
- (ii)
- (iii)
- (iv)

2. Firm Representations Regarding Qualification and Accreditation. The Firm represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Firm further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the WDC or WDC or City relies upon these.

2.1. Representations regarding Personnel. The Firm represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the WDC or WDC or City, unless use of WDC or WDC or City employees or of personnel having a contractual relationship with the WDC or WDC or City is approved by the WDC or City in writing. As set forth above, all the services

required hereunder shall be performed by the Firm under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Firm hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Firm and/or its employees be licensed, certified, registered, or otherwise qualified, the Firm and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon WDC or WDC or City request, the Firm shall provide to the WDC or WDC or City a copy of the Firm's licenses, certifications, registrations, etc.

3. Responsibilities of the Firm. All data, information, etc. given by the WDC or WDC or City to the Firm and/or created by the Firm shall be treated by the Firm as proprietary to the WDC or WDC or City and confidential unless the WDC or WDC or City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Firm agrees to forever hold in confidence all files, records, documents and other information which may come into the Firm's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Firm disclosure is required to comply with statute, regulation, or court order, the Firm shall provide prior advance written notice to the WDC or WDC or City of the need for such disclosure. The Firm agrees to properly implement the services required in the manner herein provided.

3.1. Use of WDC or City Property. To the extent the Firm is required to be on WDC or City property to render its services hereunder, the Firm shall have access to such areas of WDC or City property as the WDC or WDC or City and the Firm agree are necessary for the performance of the Firm's services under this Contract (the "Site" or the "Premises") and at such times as the WDC or WDC or City and the Firm may mutually agree. Firm shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Firm shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which WDC or WDC or City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Firm, WDC or WDC or City may, but shall not be required to, correct same at Firm's expense. WDC or WDC or City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent the Firm is required to be on WDC or City property to render its services hereunder, the Firm shall coordinate its schedule so that work on the Premises is performed during those hours the WDC or WDC or City sets forth in a written notice to the Firm, unless written permission is obtained from the WDC or WDC or City to work during other times. This condition shall not excuse Firm from timely performance under the Contract. The work schedule must be agreed upon by the WDC or WDC or City and the Firm.

3.3. Cleaning Up. To the extent the Firm is required to be on WDC or City property to render its services hereunder, the Firm shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Firm, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the WDC or City may remove the rubbish and charge the cost to the Firm.

3.4. Publicity. Firm agrees not to deliberately disclose the fact that the WDC or City has entered into or terminated this Contract or disclose any of the terms of the Contract or use WDC or City's name in connection with any publicity, unless WDC or City gives prior written consent to such use of WDC or City's name in each instance.

3.5. Standard of Performance.

3.5.1 All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended.

3.5.2 The standard of care and skill for all services performed by the Firm shall be that standard of care and skill ordinarily used by other members of the Firm's profession practicing under the same or similar conditions at the same time and in the same locality. The Firm's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Firm's Employees. The Firm shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

3.7. Due Diligence Obligation. The Firm acknowledges its responsibilities to examine and to be thoroughly familiar with the WDC or City's qualifications document, including, but not limited to the specifications, and any addenda thereto. The Firm hereby warrants and represents that prior to the submission of its qualifications during the qualifications process it reviewed or was afforded opportunity, by the WDC or City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its qualifications and, accordingly, any additional costs, services or products resulting from the failure of the Firm to complete Due Diligence prior to submission of its qualifications shall be borne by the Firm. Furthermore the Firm had the opportunity during the qualifications process to ask questions it saw fit and to review the responses from the WDC or City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project;

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its qualifications. Thus, in the event any changes or costs are disclosed by the Firm, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Firm;

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the WDC or City written notice of any conflict, error or discrepancy that the Firm has discovered in the Qualifications Documents; and

3.7.7 agrees that the Qualifications Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. The Firm shall deliver periodic, _____, written reports to the WDC or City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Firm and/or delivered by the Firm during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Firm's declaration as to whether the entirety of the Firm's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total

compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by _____.

NOTE: the Firm's failure to deliver any report required herein shall be deemed a material breach of this Contract, the WDC or City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9. Responses to Requests for Information. The Firm shall respond to Contractor requests for information (RFI's) within _____ consecutive calendar days after receipt thereof.

4. Responsibilities of the WDC or City. Upon the WDC or City's receipt of Firm's written request for specific information, the WDC or City will provide the Firm with that information the WDC or City agrees is necessary and appropriate to the services to be performed by the Firm hereunder and the WDC or City will endeavor to secure, where feasible and where the WDC or City agrees it is necessary and appropriate, materials or information from other sources requested by the Firm for the purpose of carrying out the services under this Contract.

5. Contract Time. The Firm shall complete all work and services required under this Contract within _____ consecutive calendar days of execution of this Contract by all parties hereto and in accordance with the following Project Milestones ("Contract Time"):

Project Milestone #1 - Task 1

Project Milestone #2 - Task 2

5.1. Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Firm further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Firm and WDC or City, that the Contract Time is reasonable for the completion of the Work. The Firm shall be subject to WDC or City imposed fines and/or penalties in the event the Firm breaches the foregoing dates.

6. Compensation. The WDC or City shall compensate the Firm for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to the Firm shall not exceed _____ DOLLARS and shall be in accordance with the Firm's response to **RFQ No. 6237**, dated _____, and Firm's proposal _____, dated _____.

6.2. Limitation of Payment. Compensation payable to the Firm is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the WDC or City upon review and approval of the Firm's invoices for payment and review of the

work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the WDC or City. Firm's invoices shall describe the work, services, reports, plans, specifications, drawings, deliverables, etc. rendered and the compensation sought therefore in a form, and with detail and clarity, acceptable to the WDC or City.

6.2.1 The Firm and its affiliates are hereby provided with notice that the WDC or City reserves the right, in the WDC or City's sole discretion, to offset, withhold, or otherwise reduce WDC or City payment(s) to the Firm, in an amount equaling the sum or sums of money the Firm and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Firm's and/or its affiliates real and personal property taxes and other payment obligations to the WDC or City.

6.3. Review of Work. The Firm shall permit the WDC or City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Firm shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Firm's demand for payment. The WDC or City shall not certify fees for payment to the Firm until the WDC or City has determined that the Firm has completed the work in accordance with the requirements of this Contract.

6.4. Qualifications Costs. All costs of the Firm in preparing its qualifications for **RFQ No. 6237** shall be solely borne by the Firm and are not included in the compensation to be paid by the WDC or City to the Firm under this Contract or any other contract.

6.5. Payment for Services, Materials, Employees. The Firm shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. furnished to the WDC or City under this Contract. The Firm shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Firm shall furnish a legal statement to the WDC or City that all payments required under this subparagraph have been made.

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Firm, if requested by the WDC or City, shall deliver to the WDC or City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Firm has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Firm may, if any subcontractor refuses

to furnish a release or receipt in full, furnish a bond satisfactory to the WDC or City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Firm shall refund to the WDC or City all moneys that the WDC or City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. required to be delivered to the WDC or City hereunder shall pass to the City upon WDC or City payment to the Firm for that item. Firm and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that WDC or City shall be responsible for loss or damage caused by WDC or City's negligence.

8. Indemnification.

8.1. The Firm shall indemnify, defend, and hold harmless the WDC or City and its boards, the WDC or City's Board of Education (if applicable), commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of the Firm, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the WDC or City or any of its boards, agents, employees or officers by the Firm or any employee of the Firm, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph A, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Firm understands and agrees that any insurance required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the WDC or City as provided in this Contract.

9. Firm's Insurance.

9.1. The Firm shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Firm and such insurance has been approved by the WDC or City. The Firm shall not allow any subcontractor to

commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the WDC or City. Insurance shall be provided by insurers that are satisfactory to the WDC or City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent WDC or City approved rating system.

9.2. At no additional cost to the WDC or City, the Firm shall purchase and maintain the insurance coverages set forth below which shall protect the WDC or City from claims which may arise out of or result from the Firm's obligation under this Contract, whether such obligations are the Firm's or subcontractor or person or entity directly or indirectly employed by said Firm or subcontractor, or by any person or entity for whose acts said Firm or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Firm:

9.4.1 General Liability Insurance: \$1,000,000.per occurrence, \$2,000,000. Aggregate and \$2,000.000. Products and completed operations aggregate

Providing coverage to protect the WDC and City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance: \$1,000.000.00 Combined single limit (CSL) each Accident Any Auto, All owned and hired

Providing coverage to protect the WDC and City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **\$500,000.00**
EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

Firm shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 Excess/Umbrella Liability Insurance:

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances. **\$1,000,000.** each occurrence and **\$1,000,000.** Aggregate.

9.4.5 Professional Liability Insurance/ E&O: \$5,000,000. Each Wrongful Act and **\$ 5,000,000.00 aggregate limit**

Professional liability (also known as, errors and omissions) insurance providing coverage to the Firm.

9.5. Failure to Maintain Insurance: In the event the Firm fails to maintain the minimum required coverage as set forth herein, the WDC and City may at its option purchase same, and offset the Firm's invoices for the cost of said insurance.

9.6. Cancellation: The WDC or City of Waterbury shall receive written notice of cancellation from the Firm at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: The Firm's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the WDC, the City and Board of Education as an additional insured and include a waiver of subrogation on all lines except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Firm's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Firm executes this Contract, it shall furnish to the WDC or City, subject to City approval, certificate(s) of insurance, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the WDC, City of Waterbury and the Board of Education as follows: **"The Waterbury Development Corporation, City of Waterbury and the Board of Education are listed as additional insured as to all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage except Professional Liability as their interest may appear"**. The Firm must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Firm receipt, the Firm shall deliver to the WDC or City a copy of the Firm's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Firm represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Firm of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the *CONTRACT WORK HOURS AND SAFETY STANDARDS ACT*, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Firm's work and services shall be secured in advance and paid by the Firm. The Firm shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The WDC/City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Firm for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Firm remains liable, however, for any applicable tax obligations it incurs. Moreover, the Firm represents that the qualifications and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. The Firm and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Firm is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of

payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Firm is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, the Firm shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Firm shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Firm agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Firm shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Firm agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Firm, the Firm shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the WDC or City shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Firm under this Contract shall, at the option of the WDC or City, become the WDC or City's property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, the Firm shall not be relieved of liability to the WDC or City for damages sustained by the WDC or City by virtue of any breach of this Contract by the Firm, and the WDC or City may withhold any payments to the Firm for the purpose of setoff until such time as the exact amount of damages due the WDC or City from the Firm is determined.

13.2. Termination for Convenience of the WDC or City. The WDC or City may terminate this Contract at any time for the convenience of the WDC or City, by a notice in writing from the WDC or City to the Firm. If this Contract is terminated by the WDC or City as provided herein, the Firm will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Firm covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Firm acknowledges that the WDC or City is a municipal corporation and that this Contract is subject to the appropriation of funds by the WDC or City sufficient for this Contract for each budget year in which this Contract is in effect. The Firm therefore agrees that the

WDC or City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for WDC or City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the WDC or City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the WDC or City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Firm.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Firm for the agreed to level of the products, services and functions to be provided by the Firm under this Contract are not appropriated, authorized or otherwise made available by law, the WDC or City may, upon seven (7) business days written notice to the Firm, reduce the level of the products, services or functions in such manner and for such periods of time as the WDC or City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the WDC or City be obligated to pay or otherwise compensate the Firm for any lost or expected future profits.

13.4. Rights Upon Cancellation of Termination.

13.4.1 Termination for Cause. In the event the WDC or City terminates this Contract, for cause, the Firm shall relinquish to the WDC or City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the WDC or City. With regard to third party products, the Firm shall transfer all licenses to the WDC or City which the Firm is permitted to transfer in accordance with the applicable third party license. The WDC or City shall have no financial obligation to compensate the Firm for such terminated products, unless payment is otherwise approved by the WDC or City prior to such termination. The Firm shall be liable for costs incurred by the WDC or City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the WDC or City for lack of funding or convenience, the WDC or City shall pay the Firm for all labor, services, equipment, materials, reports,

plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks), installed and delivered to the WDC or City as of the Termination Date and the Firm shall relinquish to the WDC or City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. in possession of and paid for by the WDC or City (except to the extent any invoiced amount is disputed). The Firm shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the WDC or City and the Firm may negotiate a mutually acceptable payment to the Firm for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Firm. The Firm may, by written notice to the WDC or City, terminate this Contract if the WDC or City materially breaches, provided that the Firm shall give the WDC or City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty day period. In the event of such termination, the Firm will be compensated by the WDC or City for work performed prior to such termination date and the Firm shall deliver to the WDC or City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination, the WDC or City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, including but not limited to any contracts and may further pursue completion of the work under this Contract by replacement contract or otherwise as the WDC or City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination, (i) the Firm shall promptly deliver to the WDC or City, in a manner reasonably specified by the WDC or City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the WDC or City, and (ii) the WDC or City shall pay the Firm for all services performed and deliverables completed and accepted (prorated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The WDC or City acknowledges the Firm's reports, plans, specifications, drawings, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to architect, engineering, construction, and similar documents, reports, plans, specifications, drawings, deliverables, etc. prepared for the WDC or City under this Contract shall become the property of the WDC or City upon WDC or City payment for that Instrument

of Professional Services and the WDC or City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Firm shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

15.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Firm shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

16. Subcontracting. The Firm shall not, without the prior written approval of the WDC or City, subcontract, in whole or in part, any of the Firm's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Firm and shall name the WDC or City as an additional insured party and said subcontractors shall deliver to the WDC or City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Firm from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

16.1. The Firm shall be as fully responsible to the WDC or City for the acts and omissions of the Firm's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Firm.

17. Assignability. The Firm shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the WDC or City; provided, however, that claims for money due or to become due the Firm from the WDC or City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the WDC or City.

18. Audit. The WDC or City reserves the right to audit the Firm's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the WDC or City elects to make such an audit, the Firm shall immediately make available to the WDC or City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. The Firm shall be solely responsible for causing the

timely repair to and/or replacement of, WDC or City property or item(s) intended to become WDC or City property hereunder, where the need for repair or replacement was caused by the Firm, by someone under the care and/or control of the Firm, by any subcontractor of the Firm, or by any shipper or delivery service. The Firm shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc, associated with the foregoing repair and replacement obligation. Further, the Firm shall be solely responsible for securing the WDC or City's written acceptance of all completed repairs and replacements required hereunder. The WDC or City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Firm. The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Firm further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the WDC or City and the Firm.

22. Independent Contractor Relationship. The relationship between the WDC or City and the Firm is that of client and independent contractor. No agent, employee, or servant of the Firm shall be deemed to be an employee, agent or servant of the WDC or City. The Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Firm hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Firm hereunder is/are not and shall not be deemed an employee of the WDC or City of Waterbury, but is/are and shall remain an independent Firm relative to the WDC or City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the WDC or City of Waterbury and the Firm or between the WDC or City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Firm hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an

invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the WDC or City, a Change Order may be issued solely by the WDC or City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the WDC or City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion date has not been changed.

25.2. Notwithstanding the foregoing, a Change Order shall not include:

25.2.1 an upward adjustment to a Firm's payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original Contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the WDC or City's Using Agency and any WDC or City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Firm, any WDC or City designated representative(s), and a duly authorized representative of the WDC or City's Using Agency prior to the Firm's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the WDC or City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the WDC, and the Firm and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the WDC or City's aforementioned **RFQ No. 6237** and (ii) the Firm's qualifications responding to the aforementioned **RFQ No. 6237**.

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in qualifications or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Firm agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Firm shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the WDC or City.

28. Binding Agreement. The WDC and the Firm each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the WDC or City's Using Agency or the Firm, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Firm:

WDC or City:

WDC or City of Waterbury
c/o _____

Waterbury, CT 0670____

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person (the term "Person" shall herein be as defined in Section 38 of the WDC or City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the WDC or City of Waterbury Board of Ethics it shall be a violation of the WDC or City's Code of Ordinances, for any Public Official, WDC or City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the WDC or City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the WDC or City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity WDC or City in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or qualifications therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the WDC or City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Firm or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the WDC or City.

32.4. The value of anything transferred or received in violation of the WDC or City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the WDC or City.

32.5. Upon a showing that a subcontractor made a kickback to the WDC or City, a prime Firm or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the WDC or City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the WDC or City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the WDC or City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a WDC or City Contract, shall deliver to the WDC or City, on a WDC or City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the WDC or City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the WDC or City an affidavit, on a WDC or City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the WDC or City; **(ii)** filed the WDC or City authored financial disclosure statement form as set forth in the WDC or City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the WDC or City a written acknowledgement, on a WDC or City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the WDC or City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinance; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the WDC or City's Code of Ordinances.

32.8. The definitions set forth in the WDC or City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. The Firm is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Firm hereby acknowledges receipt of a copy of the Chapters 38 and 39 of

the City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

32.11. The Firm is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the WDC or City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF WDC OR CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. The Firm hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Firm set forth in Section 6 herein is greater than \$2,500,000.00, the WDC or City is entitled to receive a copy of any and all Firm records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the WDC or City pursuant to the Act.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

WATERBURY DEVELOPMENT CORPORATION,

By: _____
James Nardozi, Interim CEO

Date: _____

WITNESSES:

By: _____

Its _____

Date: _____

Agreement between the WDC, on behalf of the City of Waterbury, and _____ - RFQ No. _____

ATTACHMENT A