

#5

High School BENCHMARK DATA

ELA DATA

District ELA						
	Claim 1 (Reading)		Claim 2 (Writing)		Overall ELA (Both Reading and Writing)	
	# of students	% of students	# of students	% of students	# of students	% of students
Advanced	N/A	N/A	57	1%	39	1%
Proficient	1255	23%	384	7%	184	3%
Progressing	1944	35%	1582	29%	3105	56%
Emerging	2311	42%	2311	43%	1783	32%
Non-scorable	N/A	N/A	1095	20%	404	7

ELA DATA

Crosby ELA						
	Claim 1-Reading		Claim 2-Writing		Overall ELA	
	# of students	% of students	# of students	% of students	# of students	% of students
Advanced	N/A	N/A	11	3%	8	2%
Proficient	99	24%	26	6%	17	4%
Progressing	158	38%	86	20%	214	51%
Emerging	161	39%	129	30%	128	30%
Non-scorable	N/A	N/A	173	41%	56	3%
Kennedy ELA						
	Claim 1-Reading		Claim 2-Writing		Overall ELA	
	# of students	% of students	# of students	% of students	# of students	% of students
Advanced	N/A	N/A	3	1%	1	0
Proficient	121	29%	54	13%	26	6%
Progressing	163	39%	109	26%	267	64%
Emerging	136	32%	174	42%	112	27%
Non-scorable	N/A	N/A	74	18%	14	3%
WAMS ELA						
	Claim 1-Reading		Claim 2-Writing		Overall ELA	
	# of students	% of students	# of students	% of students	# of students	% of students
Advanced	N/A	N/A	7	13%	7	1%
Proficient	129	27%	51	29%	22	5%
Progressing	147	31%	115	34%	238	50%
Emerging	197	42%	134	34%	136	29%
Non-scorable	N/A	N/A	84	21%	70	15%

ELA DATA

WCA ELA						
	Claim 1-Reading		Claim 2-Writing		Overall ELA	
	# of students	% of students	# of students	% of students	# of students	% of students
Advanced	N/A	N/A	5	1%	3	1%
Proficient	130	32%	67	17%	31	8%
Progressing	158	39%	211	52%	309	76%
Emerging	118	29%	112	28%	59	15%
Non-scorable	N/A	N/A	111	3%	4	1%
Wilby ELA						
	Claim 1-Reading		Claim 2-Writing		Overall ELA	
	# of students	% of students	# of students	% of students	# of students	% of students
Advanced	N/A	N/A	6	2%	6	2%
Proficient	115	29%	35	9%	20	5%
Progressing	154	39%	123	31%	233	59%
Emerging	129	32%	118	30%	102	26%
Non-scorable	N/A	N/A	116	29%	37	9%

MATH DATA

ALGEBRA 1

DAT	School	Emerging	Developing	Proficient	Advanced
1	District	77	16	3	0
2	District	63	28	9	0
1	CHS	79	17	3	0
2	CHS	74	19	7	0
1	KHS	69	19	12	0
2	KHS	63	30	7	0
1	WAMS	36	52	12	0
2	WAMS	63	25	12	0
1	WCA	78	19	3	3
2	WCA	34	52	14	0
1	WHS	72	22	6	0
2	WHS	88	10	1	0

Geometry

DAT	School	Emerging	Developing	Proficient	Advanced
1	District	82	14	4	0
2	District	53	37	9	0
1	CHS	74	14	4	0
2	CHS	48	41	12	0
1	KHS	84	15	2	0
2	KHS	56	30	14	0
1	WAMS	56	35	8	1
2	WAMS	61	28	11	0
1	WCA	99	1	0	0
2	WCA	45	52	3	0
1	WHS	98	2	0	0
2	WHS	100	0	0	0

MATH DATA

ALGEBRA 2					
DAT	School	Emerging	Developing	Proficient	Advanced
1	District	81	15	4	0
2	District	80	16	4	0
1	CHS	51	31	18	0
2	CHS	85	10	5	0
1	KHS	88	12	0	0
2	KHS	68	26	6	0
1	WAMS	57	39	4	0
2	WAMS	71	27	2	0
1	WCA	97	3	0	0
2	WCA	93	7	0	0
1	WHS	86	5	6	0
2	WHS	82	3	13	0

SAT DATA

District
Met both benchmarks

13%

Mean Total Score = 891

State
Met both benchmarks

19%

Mean Total Score = 925

Total Group
Met both benchmarks

24%

Mean Total Score = 946

Institution	Mean Total Score (400 - 1600)	Met Both Benchmarks	Evidence-based Reading and Writing Benchmark	Met Math Benchmark	Met No Benchmarks	# of Test Takers / Enrolled
Crosby High School 070835	863	12%			69%	209 / 355
Enlightenment School 070875	743	0%			100%	12 / 28
John F Kennedy High School 070840	943	23%			46%	157 / 337
State Street School 070876	N/A	N/A			N/A	6 / 12
Waterbury Arts Magnet School 070867	981	22%			36%	103 / 118
Waterbury Career Academy High School 070863	910	11%			57%	196 / N/A
Wilby High School 070870	837	5%			73%	226 / 335

11th Gr PSAT DATA

Institution	Mean Total Score (320-1520)	Met Both Benchmarks ②	Evidence-Based Reading and Writing Benchmark ②	Met Math Benchmark ②	Met No Benchmarks ②	# of TestTakers /Enrolled
+ Crosby High School 070835	788	3%	22% 10% 69%	3% 7% 90%	78%	227/ 355
+ John F Kennedy High School 070840	818	10%	30% 7% 63%	11% 4% 85%	68%	240/ 339
+ State Street School 070876	N/A	N/A			N/A	1/ 14
+ Waterbury Arts Magnet School 070867	917	14%	57% 18% 25%	16% 14% 70%	41%	112/ 125
+ Waterbury Career Academy High School 070863	925	18%	56% 13% 31%	19% 9% 72%	42%	226/ N/A/N/A
+ Wilby High School 070870	761	3%	18% 12% 71%	3% 2% 94%	82%	200/ 325

10th Gr PSAT DATA

Institution	Mean Total Score (320-1520)	Met Both Benchmarks ②	Evidence-Based Reading and Writing Benchmark ②	Met Math Benchmark ②	Met No Benchmarks ②	# of TestTakers /Enrolled
+ Crosby High School 070835	745	2%	17% 9% 75%	2% 6% 92%	83%	222/ 291
+ Enlightenment School 070875	N/A	N/A			N/A	1/ 43
+ John F Kennedy High School 070840	780	9%	29% 7% 64%	10% 8% 82%	70%	214/ 314
+ Waterbury Arts Magnet School 070867	880	20%	59% 11% 30%	21% 17% 61%	39%	122/ 123
+ Waterbury Career Academy High School 070863	854	14%	55% 10% 35%	14% 15% 71%	45%	215/ 216
+ Wilby High School 070870	757	2%	20% 8% 72%	3% 7% 90%	79%	222/ 284

9th Gr PSAT DATA

Institution	Mean Total Score (240-1440)	Met Both Benchmarks ②	Evidence-Based Reading and Writing Benchmark ②	Met Math Benchmark ②	Met No Benchmarks ②	# of TestTakers /Enrolled
<div>+</div> Crosby High School 070835	711	4%	20% 11% 69%	5% 1% 93%	79%	225/ 286
<div>+</div> John F Kennedy High School 070840	745	10%	34% 8% 59%	12% 2% 86%	65%	235/ 314
<div>+</div> Michael Wallace Middle School 079054	N/A	N/A			N/A	1/ N/AN/A
<div>+</div> Waterbury Arts Magnet School 070867	838	27%	61% 12% 27%	29% 5% 65%	37%	113/ 124
<div>+</div> Waterbury Career Academy High School 070863	836	22%	68% 6% 26%	25% 6% 70%	29%	194/ 241
<div>+</div> Wilby High School 070870	712	5%	20% 8% 72%	6% 1% 93%	79%	215/ 292

Green - Best
Yellow - Close
Red -

- HS Instructional Facilitators
- Instructional Data Teams 9th Grade
- Instructional Practices for Leadership
- SAT/PSAT DAY
- Google Drive – clearinghouse of resources
- 6-12 Program of Studies Course Sequence
- Curriculum Revision
- Professional Development-
 - Standards Based Professional Learning Focus

**Agreement
RFP No. 5604
For
Architectural and Engineering
Design Services
For
Elevators Projects at Hopeville and Kingsbury Schools,
Between
The City of Waterbury, Connecticut
And
Friar Associates, Inc.**

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Friar Associates, Inc., located at 281 Farmington Avenue, Farmington, CT 06032 a State of Connecticut duly registered domestic corporation (the "Firm").

WHEREAS, the Firm submitted a Proposals to the City responding to **RFP No. 5604** for Hopeville and Kingsbury Elementary Schools Elevator Additions; and

WHEREAS, the City accepted the Firm's Proposal for **RFP No. 5604**; and subsequently negotiated a scope of services (or project specifications) and compensation as attached hereto in **Attachment A**; and

WHEREAS, the City 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 City. 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 the City may require in order to be deemed complete.

1.1. The Project consists of: architectural and engineering services for the Hopeville and Kingsbury Elementary Schools Elevator Additions. Services shall include, but not limited to, project administration, consulting services, coordination with architects and engineers, coordination with contractors, predesign services, site development services, architectural design /documentation, mechanical and electrical design documentation, building services, and contract administration as

more particularly detailed and described in RFP No. 5604 which is part of **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. City of Waterbury, RFP No 5604, consisting of 25 pages, excluding sample agreement and contractor compliance documents. Attached hereto.
- ii. Friar Response to City's RFP No. 5604, dated November 1, 2016, consisting of 57 pages. Attached hereto.
- iii. Friar's Fee Proposal to RFP, dated November 1, 2016. Consisting of 1 page. Attached hereto.
- iv. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference.)
- v. Certificates of Insurance (Incorporated by reference.)
- vi. 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 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. RFP 5604 dated October 3, 2016
- ii. Friar's Response and Friar's Fee Proposal to City's RFP dated November 1, 2016

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 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 City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the 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 City request, the Firm shall provide to the City a copy of the Firm's licenses, certifications, registrations, etc.

3. Responsibilities of the Firm. All data, information, etc. given by the City to the Firm and/or created by the Firm shall be treated by the Firm as proprietary to the City and confidential unless the 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 City of the need for such disclosure. The Firm agrees to properly implement the services required in the manner herein provided.

The Firm shall coordinate with O&G with regard to the coordination of work currently being performed at each facility.

3.1. Use of City Property. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall have access to such areas of City property as the 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 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 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, City may, but shall not be required to, correct same at Firm's expense. 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 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 City sets forth in a written notice to the Firm, unless written permission is obtained from the 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 City and the Firm.

3.3. Cleaning Up. To the extent the Firm is required to be on 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 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 City has entered into or terminated this Contract or disclose any of the terms of the Contract or use City's name in connection with any publicity, unless City gives prior written consent to such use of 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 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 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 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 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, drawings, written reports to the 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 the responsible individual of the firm.

NOTE: the Firm's failure to deliver any report required herein shall be deemed a material breach of this Contract, the 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 five (5) consecutive calendar days after receipt thereof.
- 4. Responsibilities of the City.** Upon the City's receipt of Firm's written request for specific information, the City will provide the Firm with that information the City agrees is necessary and appropriate to the services to be performed by the Firm hereunder and the City will endeavor to secure, where feasible and where the 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 365 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** – All predesign and design services 3 months from the effective date of this agreement.
- Project Milestone #2** - Construction Administration (duration of construction) and contract administration services to be completed by the end of the contract time.
- 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 City, that the Contract Time is reasonable for the completion of the Work. The Firm shall be subject to City imposed fines and/or penalties in the event the Firm breaches the foregoing dates.
- 6. Compensation.** The 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 total fee payable to the Firm shall not exceed Sixty One Thousand Six Hundred Dollars (\$61,600.00). The total fee is comprised of an amount up to Fifty Six Thousand Dollars (\$56,000.00) for base services, and an amount up to Five Thousand Six Hundred Dollars (\$5,600.00) for contingency fees. All in accordance with the Firm's Response to City's RFP # 5604, the Firm's Fee Proposal, dated November 1, 2016.
- 6.2 Contingency.** At sole discretion and control of the City, the Contingency amount as set forth in Section 6.1 of this Contract shall be utilized for the payment to the Firm for additional work not covered by this contract and requested by the City in writing to be performed by the Firm.
- 6.3. 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 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 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 City.

6.3.1 The Firm and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce 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 City.

6.4. Review of Work. The Firm shall permit the 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 City shall not certify fees for payment to the Firm until the City has determined that the Firm has completed the work in accordance with the requirements of this Contract.

6.5. Qualifications Costs. All costs of the Firm in preparing its qualifications for RFP No. 5604 shall be solely borne by the Firm and are not included in the compensation to be paid by the City to the Firm under this Contract or any other contract.

6.6. 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 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 City that all payments required under this subparagraph have been made.

6.7. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Firm, if requested by the City, shall deliver to the 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 City, to indemnify

it against any lien. If any lien remains unsatisfied after all payments are made, the Firm shall refund to the City all moneys that the 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 City hereunder shall pass to City upon 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 City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. The Firm shall indemnify, defend, and hold harmless the City and its boards, the 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 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 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 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 City. Insurance shall be provided by insurers

that are satisfactory to the 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 City approved rating system.

9.2. At no additional cost to the City, the Firm shall purchase and maintain the insurance coverages set forth below which shall protect the 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: \$1,000,000.00 per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the 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)

Providing coverage to protect the 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. **\$1,000,000.00** each occurrence and **\$1,000,000.00** aggregate

9.4.5 Professional Liability Insurance: \$1,000,000.00 each claim and **\$1,000,000.00** 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 City may at its option purchase same, and offset the Firm's invoices for the cost of said insurance.

9.6. Cancellation: The 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 City, O&G Industries and other City representative's 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 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 City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education, their public officials, employees, Program Manager and any other person acting under, through or for them are listed as additional insured as their interests may appear are listed as additional insured 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 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 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 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 City, become the 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 City for damages sustained by the City by virtue of any breach of this Contract by the Firm, and the City may withhold any payments to the Firm for the purpose of setoff until such time as the exact amount of damages due the City from the Firm is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Firm. If this Contract is terminated by the 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 City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Firm therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for 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 City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the 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 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 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 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 City terminates this Contract, for cause, the Firm shall relinquish to the 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 City. With regard to third party products, the Firm shall transfer all licenses to the City which the Firm is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Firm for such terminated products, unless payment is otherwise approved by the City prior to such termination. The Firm shall be liable for costs incurred by the 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 City for lack of funding or convenience, the 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 City as of the Termination Date and the Firm shall relinquish to the 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 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 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 City, terminate this Contract if the City materially breaches, provided that the Firm shall give the 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 City for work performed prior to such termination date and the Firm shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination, the 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 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 City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Firm for all services performed and deliverables completed and accepted (pro-rated 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 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 City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the 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 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 City as an additional insured party and said subcontractors shall deliver to the 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 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 City; provided, however, that claims for money due or to become due the Firm from the 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 City.

18. Audit. The 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 City elects to make such an audit, the Firm shall immediately make available to the 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, City property or item(s) intended to become 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 City's written acceptance of all completed repairs and replacements required hereunder. The 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 City and the Firm.

22. Independent Contractor Relationship. The relationship between the 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 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 City of Waterbury, but is/are and shall remain an independent Firm relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Firm or between the 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 City, a Change Order may be issued solely by the 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 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 City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Firm, any City designated representative(s), and a duly authorized representative of the 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 City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City 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 City's aforementioned **RFP No. 5604** and **(ii)** the Firm's qualifications responding to the aforementioned **RFP No. 5604**.

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 City.

28. Binding Agreement. The City 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 therefrom 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 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: Friar Associates, Inc.
281 Farmington Avenue
Farmington, CT 06032

City: City of Waterbury
c/o Department of Education/Inspectors Office
235 Grand Street
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 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 City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the 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 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 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 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 City.

32.4. The value of anything transferred or received in violation of the 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 City.

32.5. Upon a showing that a subcontractor made a kickback to the 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 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 City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a 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 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 City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the 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 City's Code of Ordinances.

32.8. The definitions set forth in the 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 will, 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 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.waterburycr.org/content/9569/9605/9613/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Current* to 12/31/2013". 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 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 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 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 City pursuant to the Act.

[Signature page follows.]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

FRIAR ASSOCIATES, INC.

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. City of Waterbury, RFP No 5604, consisting of 25 pages, excluding sample agreement and contractor compliance documents. Attached hereto.
 - ii. Friar Response to City's RFP No. 5604, dated November 1, 2016, consisting of 57 pages. Attached hereto.
 - iii. Friar's Fee Proposal to RFP, dated November 1, 2016. Consisting of 1 page. Attached hereto.
 - iv. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference.)
 - v. Certificates of Insurance (Incorporated by reference.)
 - vi. All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference.)
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ATTACHMENT A

City of Waterbury, RFP No 5604, consisting of 25 pages, excluding sample agreement and contractor compliance documents. Attached hereto.

REQUEST FOR PROPOSAL NO. 5604

**ARCHITECTURAL / ENGINEERING
DESIGN SERVICES**

For

Hopeville & Kingsbury Elementary School Elevator
Additions

City of Waterbury
Department of Education

October 3, 2016

**The City of Waterbury
Department of Education**

**Request for Proposal No. 5604
Architectural / Engineering Design Services
Hopeville & Kingsbury**

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REQUEST FOR PROPOSAL NO. 5604

BY

**THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

**HOPEVILLE & KINGSBURY ELEVATOR
ARCHITECTURAL / ENGINEERING DESIGN SERVICES**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking information on qualifications from professional design firms, including information from their design sub consultants, interested in providing architectural and engineering design services for the following projects:

1. Hopeville Elevator Addition
2. Kingsbury Elevator Addition

A. Background and Intent

The Department of Education is anticipating State funding for the following projects:

1. Hopeville Elementary School Elevator Addition
2. Kingsbury Elementary School Elevator Addition

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Each member firm of the Design Team, consisting of Architectural, Civil, Mechanical and Electrical engineering services, must provide adequate evidence and information showing that it has provided the type of services desired in this RFP for the Projects on at least two (2) public school facility improvement projects in CT with construction budgets of one million dollars (\$1,000,000) within the past seven (7) 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. The Design Team must demonstrate its experience with cost efficient design solutions, including site improvements, recycling surfaces, tennis courts and office improvements.
3. The Architectural Firm, as the entity contracting with the City on behalf of the Design Team, must provide an affirmative written statement as to its detailed review of and intent to execute the City's Agreement for Professional

Services in the form and substance as attached hereto as Attachment B in the event it is the successful bidder.

4. Each member firm of the Design Team must provide the information further requested herein, and provide an affirmative written statement as to its understanding of the qualification and bid process contemplated herein, as well as its intent and ability to comply with the terms and conditions noted herein.

C. Scope of Services

The City is seeking a Design Team to provide professional services in accordance with Attachment D – Scope of Projects & Design Services as part of the City of Waterbury's Agreement for Professional Services (Attachment B). The Agreement is a standard document. The City reserves the right to amend it during negotiations.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be through December 2018.

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. ***There will be a mandatory Information Session with respect to this RFP on October 19, 2016 at 2:30 pm meet at the main entrance lobby of Hopeville Elementary School at 2 Cypress St, Waterbury CT***
3. Proposers 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 A. (Contract Compliance Packet) and include them in the separate sealed lump sum proposal envelope.
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury eProcurement website and must be received **by 2:00 PM on October 21, 2016**. Prospective proposers must limit their contact regarding this RFP 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 RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury eProcurement website **by October 25, 2016 at 2:00 pm**. It shall

be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. Orso at (203) 574-6748.

F. Management

Any contract or purchase order resulting from this RFP will be managed by a designated representative of the City of Waterbury, Department of Education.

G. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals 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 a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **120** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if 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 proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP 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 City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the

proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP 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 RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the

successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and three (3) paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **10:30 AM on November 1, 2016**. Respondents shall also complete Attachment A – Contract Compliance Pack and Attachment E - Price Proposal and include them in a separate sealed envelope. The price proposal envelope shall be clearly identified as Price Proposal including the firm's name, City solicitation number and project name.

Mr. Rocco Orso
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete Attachment C addressed to Mr. Orso, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers 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 their response to this RFP. In addition to any other information required in Attachment C, proposers 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 its response to this RFP.

Proposals 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.

1. Proposer 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.

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
- 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 timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

- c. Personnel Listing. A complete listing of the staff identified in the work plan 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.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a separated prices for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the

City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

The City reserves the right to award the whole contract or in parts to one or more of the respondents.

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.

5. 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 which 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 factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, 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 Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

J. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer 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 RFP. 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

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), 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. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

L. State Set-Aside Requirements

"NOT APPLICABLE"

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that Bidder has carefully examined all the Bid Documents; that Bidder has informed itself fully regarding all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Bid. The Bid prices shall cover all expenses incurred in performing the Work required in the Bid Documents, of which this Bid Form is a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the CITY'S written notice to proceed, which shall occur only after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 _____	4 _____
2 _____	5 _____
3 _____	6 _____

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

All Work for this Project shall be performed at the Bid Prices as described in the Bid Documents

Should the Bidder have any question(s) regarding the scope of work to be included within the Total Bid Prices, said question(s) shall be directed as provided in Article 4.1 of the Instructions to Bidders.

Signature: _____ Date: _____

SECTION 00400 FEE PROPOSAL

DATE: _____
 FIRM: _____
 Project: Architectural / Engineering Design Services
 RFP #5604

Complete the following Fee Schedule to determine Total Design Fees per Project for the services defined in this RFP. All services and reimbursable expenses shall be included in the amounts listed below. Respondents may attach a cover letter and any other supporting documents if they so choose. Billing rates for additional services should be attached as well. The fee proposal shall be submitted in a separate sealed envelope clearly identified in accordance with the Instructions for Submission.

Elevator Addition Projects				
Design Phase	Hopeville Elementary School	+	Kingsbury Elementary School	= Total of Elevator Additions
Pre-Design/Schematic Design/Design Development	\$	+	\$	= \$
Construction Documents	\$	+	\$	= \$
Bidding	\$	+	\$	= \$
Construction Administration & Project Closeout	\$	+	\$	= \$
Subtotal - All Above	\$	+	\$	= \$
Contingency - 10% of Subtotal	\$	+	\$	= \$
Total Design Fees per Project	\$	+	\$	= \$

SECTION 00500

SCOPE OF PROJECTS & DESIGN SERVICES

I. Scope of Projects

A. Projects

1. Elementary School Elevator Additions (School Construction Grant Projects):

a. Anticipated Project Scope:

- Hopeville Elementary School - Design an elevator addition to contain a new three stop, traction elevator complying with the Americans with Disabilities Act (ADA) that will have a minimal impact on the environment. Alterations in the existing building will accommodate physical connection to new construction.
- Kingsbury Elementary School - Design an elevator addition to contain a new three stop, traction elevator complying with the Americans with Disabilities Act (ADA) that will have a minimal impact on the environment. Alterations in the existing building will accommodate physical connection to new construction.

b. Estimated Construction Cost – Hopeville: \$370,000

c. Estimated Construction Cost – Kingsbury: \$370,000

II. Scope of Design Services

A. Project Administration and Management Services

1. Project Administration services consisting of administrative function including:

- Consultation
- Research
- Conferences
- Communications
- Travel Time
- Direction of the work of in-house architectural personnel

2. Disciplines Coordination/Document Checking:

- Coordination of the architects work and the work of engineering and other disciplines involved in the Project
- Review and checking of documents prepared for the Project by the architect and the architect's consultants

3. Agency Consulting/Review/Approval:

- Agency Consultations
- Research of critical applicable regulations
- Preparation of written and graphical explanatory materials
- Appearances on the Owner's behalf at agency and community meetings
- Planning boards (Building Committee's)
- User Organizations

4. Owner Supplied Data Coordination, including:

- Review and coordination of data furnished for the projects as a responsibility of the Owner
- Assistance in establishing criteria
- Assistance in obtaining data, including, documentation of existing conditions

5. Schedule Development/Monitoring Services, including:

- Establishment of initial schedule for architectural services, decision making, design, documentation, contracting and construction based on determination of scope of Architectural services
- Review and update of previously established schedules during subsequent phases

6. Presentation services consisting of presentations and recommendations by the architect to the following client representatives:

- Owner
- Building Committee's
- Staff Committee's
- User Groups

B. Pre-Design Services

1. Programming Services consisting of consultation to establish and document the following detailed requirements for the project:

- Design objectives, limitations and criteria
- Operating procedure
- Security
- Communication relationships

2. Existing Facilities Surveys consisting of researching, assembling and supplementing information for projects involving alterations and additions to existing facilities:

- Photography
- Field measurements

- Review of existing design data
- Analysis of existing structural capabilities
- Analysis of existing mechanical (plumbing, fire protection, HVAC) concerning this interior renovation)
- Review of existing drawings for critical inaccuracies and the development of required measured drawings.

C. Site Development Services

1. Site Analysis consisting of:
 - On site observations
 - Topography analysis
 - Analysis of deed, zoning and other legal restrictions
 - Overall site analysis
2. Site development planning consisting of site analysis, and preparation and comparative evaluations of the site plan based on:
 - Utilities systems
 - Structures placement
 - Subsurface and subsurface conditions
 - Landscape concepts and forms
4. On-site utility studies consisting:
 - Site drainage
 - Storm water collection and disposal
 - Emergency systems
 - Pollution control
5. Site surveying services to include:
 - Furnishing a survey by a licensed surveyor, describing physical characteristics, legal limitations, and utility locations for the site of the project, including a written legal description of the site.

D. Architectural Design / Documentation

1. During the Schematic Design Phase, responding to program requirements and preparing:
 - Review of Project's Program and Budget.
 - Preliminary floor plans, building sections, building elevations and wall sections
 - Outline specification with narrative of building systems and materials.
2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents

to establish the scope, relationships, forms, size and appearance of the Project through:

- Plans, sections and elevations
- Typical construction details
- Final material selections
- Specifications
- Equipment layouts.

3. During the Contract Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

E. Mechanical Design / Documentation

1. During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions in narrative form for:
 - Heating and ventilation
 - Air conditioning
 - Fire protection
 - General space requirements.
2. During the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of Specifications or materials lists to establish:
 - Basic mechanical system plans with equipment layouts
 - Approximate equipment sizes and capacities
 - Required space for equipment
 - Required chases and clearances
 - Acoustical and vibration control
3. During the Contract Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

F. Electrical Design / Documentation

1. During the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions in narrative form for:
 - Power distribution
 - Lighting

- Security systems
 - Electronic communications
 - Special electrical systems
 - General space requirements
2. During the Design Development Phase consisting of continued development and expansion of electrical Schematic Design Documents and development of Specifications or materials lists to establish:
 - Criteria for lighting, electrical and communications systems
 - Approximate sizes and capacities of major components
 - Basic electrical system plans with equipment layouts
 - Required space for equipment
 - Required chases and clearances
 3. During the Contract Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical requirements for the Project.

G. Civil Design / Documentation

1. During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions in drawing(s) and narrative form for:
 - On site utility systems
 - Drainage systems
 - Paving
2. During the Design Development Phase consisting of continued development and expansion of civil Schematic Design Documents and development of Specifications to establish the final scope of and preliminary details for on-site and off-site civil engineering work.
3. During the Contract Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Document, setting forth in detail the civil construction requirements for the Project.

H. Special Design / Documentation

1. Preparation and coordination of special Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.

2. Preparation and coordination of special Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
3. Preparation and coordination of Drawings, Specifications, Bidding Documents and schedules for out-of-sequence bidding or pricing of subdivisions of the Work.
4. Preparation and coordination of Drawings, Specifications and Bidding Documents for multiple prime contracts for subdivisions for the Work.
5. Preparation of School Construction documentation and forms for plan reviews by the Office of School Facilities. (Roof Replacement Project)

I. Materials Research / Specifications

1. During the Schematic Design Phase consisting of:
 - Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
 - Investigation of availability and suitability of alternative architectural materials, systems and equipment
 - Coordination of similar activities of other disciplines.
2. During the Design Development Phase consisting of activities by in-house architectural personnel in:
 - Development of architectural Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards
 - Coordination of similar activities of other disciplines
 - Production of design manual including design criteria and Specifications or material lists
3. During the Contract Documents Phase consisting of activities of in-house architectural personnel in:
 - Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
 - Coordination of the development of Specifications by other disciplines
 - Compilation of Project Manual related to design services
 - Assistance to the Owner, as required, related to bidding and procurement information

J. Bidding Services

1. Bidding Materials services consisting of organizing and handling Bidding Documents for:
 - Coordination
 - Reproduction
 - Completeness review
2. Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.
3. Bidding services consisting of:
 - Participation in pre-bid conferences
 - Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents
 - Optional attendance at bid opening(s)
 - Participation in contractor scope review meetings
 - Review and final approval of materials as required for Value Engineering
4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of bids or proposals.

K. Contract Administration

1. Submittal Services consisting of:
 - Processing of submittals, including receipt, review of appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents
 - Distribution of submittals to Owner, Contractor and/or Architect's field representative as required.
 - Related communications.
2. Observation Services consisting of weekly visits to the site or as otherwise agreed to by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications. A field observation report shall be generated for each site visit and distributed to the Owner.

3. Supplemental Documentation Services consisting of:
 - Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by the Contractor(s) or the Owner.
 - Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
4. Quotation Request/Change Orders consisting of:
 - Preparation, reproductions and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
 - Review and approval of proposals from the Construction Manager / Contractor(s) for reasonableness of quantities and costs of labor and materials.
 - Review and recommendations relative to changes in time for Substantial Completion.
5. Contract Cost Accounting Services consisting of:
 - Evaluation of Applications for Payment and certification thereof.
6. Interpretations and Decisions:
 - Review of claims, disputes or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.
 - Rendering written decisions within a reasonable time.
7. Project Closeout services initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
 - A detailed inspection with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected
 - Determination of the amounts to be withheld until final completion
 - Issuance of Certificate(s) of Substantial Completion
 - Inspection(s) upon notice by the Contractor that the Work is ready for final inspection and acceptance
 - Notification to Owner and Contractor of the deficiencies found in follow- up inspection(s), if any
 - Final inspection(s) with the Owner's representative to verify final completion of the Work

- Issuance of Certificate(s) of Final Completion
8. Record Drawing Services:
- Making arrangements for obtaining from the Contractor information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work
 - Review of general accuracy of information submitted and certified by the Contractor(s)
 - Transmittal of record documents and general data, appropriately identified, to the Owner and others as directed
9. Warranty Review:
- Consultation and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty
 - Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager/Contractor(s) for correction of noted defects

L. Supplemental Services

1. Special Studies consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:
 - Providing special studies for the project such as analyzing lighting requirements, communications and security systems.
2. Special Discipline Consultation, consisting of retaining, directing and coordinating the work of special disciplines consultants identified from the following list, whose specialized training, experience and knowledge relative to specific elements and features of the Project are required for the Project:

• Life Safety	• Code Interpretation
• Lighting	
• Communications	• Specifications
• Fire Protection	• Security
3. Selective Demolition Services consisting of:
 - Preparation of Contract Documents for selective demolition of existing site and building components.
 - Observation services in accordance with contract administration

END OF SECTION

**THE CITY OF WATERBURY
Department of Education**

**Request for Proposal #5604
Architectural / Engineering Design Services**

**ATTACHMENT A
CONTRACT COMPLIANCE PACKET**

1. City of Waterbury Annual Statement of Financial Interests (4 pages)
2. City of Waterbury Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury (4 pages)
3. City of Waterbury Certification Regarding Debarment, Regarding Outstanding
Obligations to the City of Waterbury (1 page)
4. Limited Liability Company Resolution & Letter (2 pages)
5. Corporate Resolution (1 page)
6. Commission on Human Rights and Opportunities Contract Compliance
Regulations Notification to Bidders (5 pages)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 200__)

Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

ATTACHMENT A

Friar Response to City's RFP No. 5604, dated November 1, 2016, consisting of 57 pages.
Attached hereto.

Waterbury

Hopeville & Kingsbury Elementary Schools
Elevator Additions

Proposal for Architectural Services

November 1st, 2016



November 1, 2016

Mr. Rocco Orso
Director of Purchasing - City of Waterbury
235 Grand Street
Waterbury, CT 06702

Re: Hopeville & Kingsbury Elementary Schools - Elevator Additions

Dear Mr. Orso:

Friar Associates is very pleased to submit this proposal for elevator additions at Waterbury's Hopeville and Kingsbury Elementary Schools. As you are aware, we are currently working with the City on its contract for elevator additions at Chase and Sprague Elementary Schools. This direct experience with Waterbury on a project of similar scope will be invaluable in meeting your requirements effectively and efficiently.

Introduction

Drawing from over 40 years of experience, Friar Associates will work with the project stakeholders to address your specific needs. We will become a committed member of your integrated project team, listening to your input, conducting in-depth program reviews, preparing responsive documents and conducting thorough quality control checks. Our team will provide an exceptional project that is completed on time and within budget.

Project Management

We will work closely with all involved to create an effective design. You will receive a cohesive, clear set of construction documents that adheres to applicable codes and meets your program, budgetary and scheduling requirements. Friar Associates maintains regular communication between the disciplines to promote coordination. We will provide responsive services from project initiation through successful completion.

Project Team

The experienced team we have assembled will use a collaborative approach and will remain consistent. This approach allows the best continuity for the project and promotes adherence to the design intent, schedule and budget. When questions arise, knowledgeable team members offer varied experience and areas of competence to respond in a conscientious, timely manner.

Project Understanding

Our philosophy is based on developing a successful collaboration between the owner, users, community and our team of architects, engineers, designers and consultants. We emphasize the need to develop an understanding of the building's existing conditions and other key elements. Through open communications with the client and others involved, we are able to approach the project with a full understanding of your unique and specific goals.

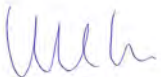
Related Experience

Our background on similar projects is both extensive and exemplary. We have developed an excellent working relationship with Waterbury on past projects, including Kennedy High School media center addition, the Municipal Stadium complex and new Carrington Elementary School. We are enthusiastic about providing additional professional services to meet your project objectives and community's needs.

Friar Associates understands that you have put much thought into this project to bring it to this point. In addition, our work to date on the elevator additions at other elementary schools in Waterbury will allow you to eliminate some of the preliminary effort and time involved in bringing the design team up to date on the project parameters. We will build on the information compiled to date and our experience to provide a finished project that meets or exceeds your goals.

Friar Associates has reviewed and agrees with the terms and conditions outlined in G. Conditions of your RFP. In addition, we attended the walk through on October 19. We have provided Attachment A, the Fee Proposal form and the Addendum Acknowledgment Form in a separate sealed envelope, as requested. If you have any questions regarding our submission, please do not hesitate to contact me.

Yours truly,

A handwritten signature in blue ink, appearing to read 'M. Sorano'.

Michael A. Sorano, AIA
Vice President

Primary Contact: Michael A. Sorano, Friar Associates
281 Farmington Avenue, Farmington, Connecticut 06032
[p 860.678.1291](tel:860.678.1291) [e mas@friar.com](mailto:mas@friar.com) [w friar.com](http://www.friar.com)

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Proposer Information

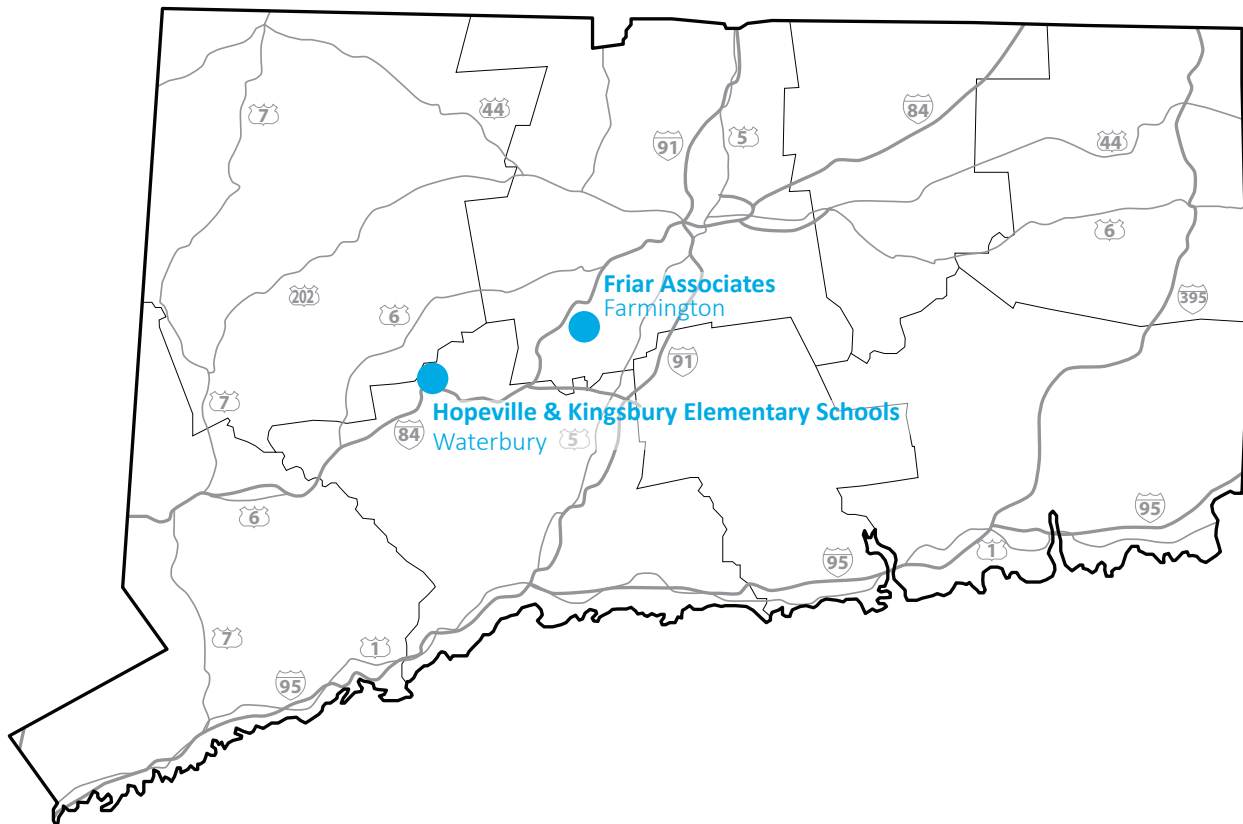


John F. Kennedy High School, Waterbury, CT

2009 - Connecticut Building Congress - Project Team Award

Friar Associates
281 Farmington Avenue
Farmington, CT 06032

We are located on Route 4 in Farmington, within minutes of I-84 East and West, Route 9 North and South, I-91 North and South and Route 72 East and West. This enables us to reach a wide radius within the State of Connecticut and provides us with easy access to your project sites.



Friar Profile & History

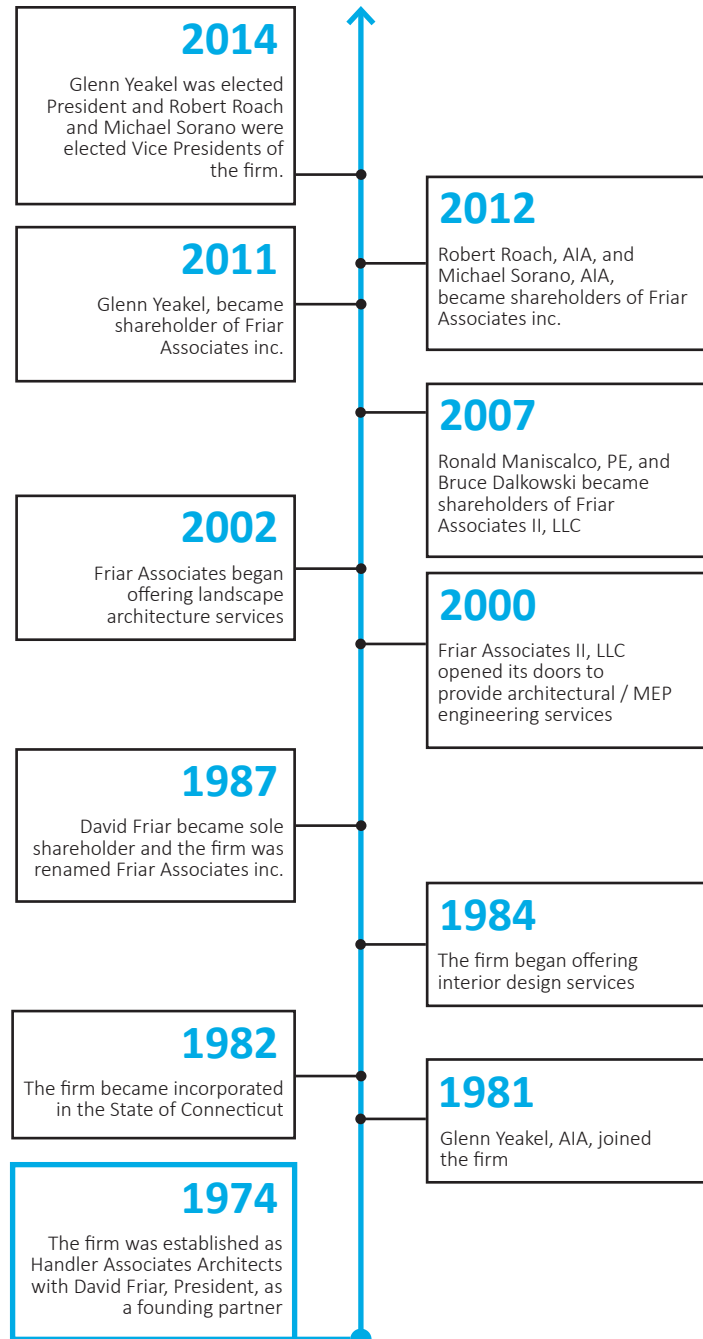
Our mission is simple: **we are a dedicated team creating responsive solutions, memorable places and lasting business relationships.** Significant company milestones are as follows:

Friar Associates inc. is a well-respected architectural firm with over 40 years in business that also provides landscape and interior design services as well as master planning and graphic design capabilities. Our in-house MEP consulting engineering design team performs mechanical, electrical, plumbing, fire protection and technology engineering services on an array of projects.

Both companies—under the Friar Associates umbrella—offer a wide range of experience, developing evaluations and solutions that are well-suited to the client’s needs and fall within the available budget.

Friar Associates holds specialized training and experience in a variety of technical areas involved in the evaluation, design and implementation of new or expanded and renovated building projects and related sites.

Using a team approach, we meet design challenges to develop coordinated and responsive solutions. Our clients discover that our combination of professions within one operation yields high quality, coordinated designs and construction documents.



Friar Structure

Total Staff: 21
Licensed Professionals: 9



Our Services

Architecture

Friar Associates inc. provides complete professional architectural services. These include space planning, existing conditions reports, feasibility studies, conceptual design, sustainable architecture, 3D modeling, construction documents preparation and coordination, grant writing, BIM/Revit documentation, bid process assistance, and contract administration through completion. We address clients' design challenges with well-coordinated and responsive solutions.

Engineering

Friar Associates II, LLC, is a full-service, registered architectural, mechanical and electrical consulting engineering firm. The department provides full mechanical, HVAC, electrical, plumbing, and fire protection engineering design services. We help clients increase productivity, reduce operating costs, and minimize risk through improvements to their environments and process systems.

Master Planning

Members of our team from all disciplines work closely to assist clients in determining their facilities needs and develop planning documents to achieve their goals. At the end of the fact-finding process, the team assembles to review all of our findings as a whole. We evaluate the key components that must be addressed, discuss a number creative solutions, and develop a comprehensive report that serves as an excellent decision-making tool for the client.

Interiors

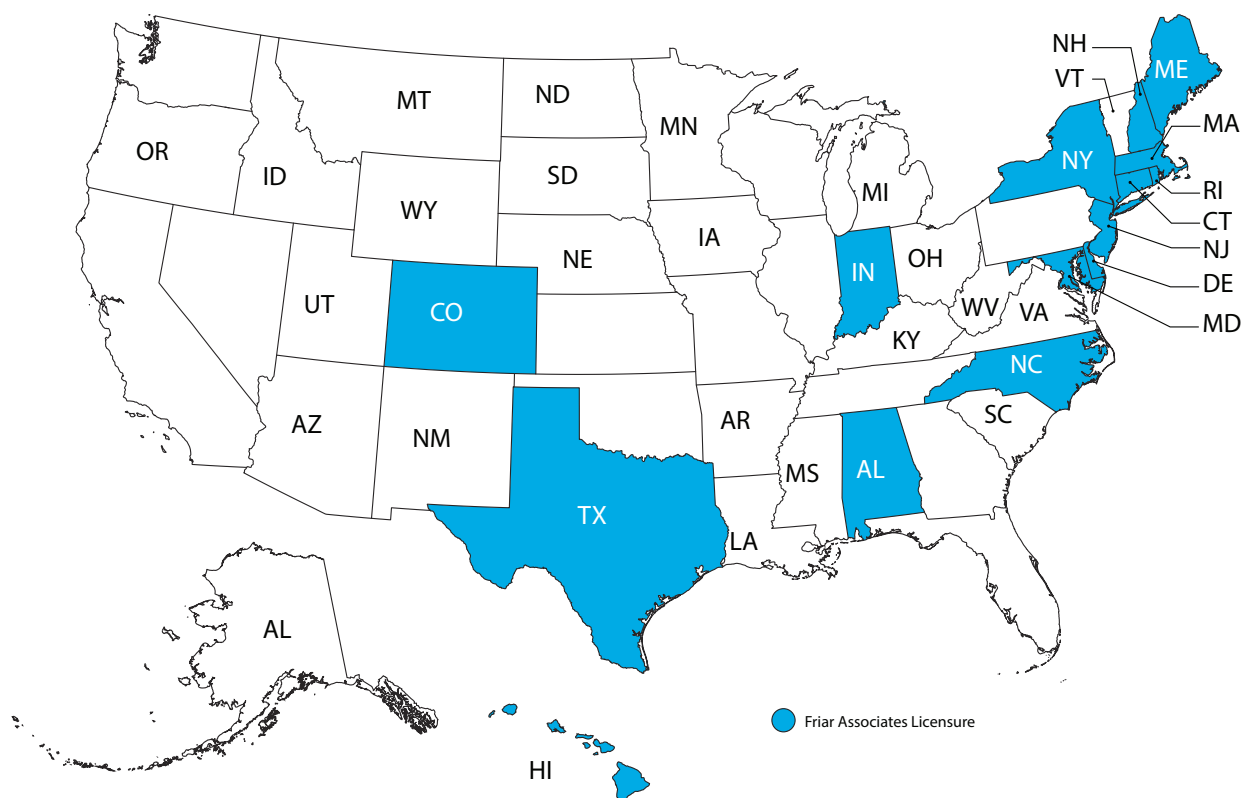
Licensed interior designers produce viable solutions that meet each client's specific operational needs. Our interior design team provides the full range of interior design services from programming and space planning, to interior floor plans and furniture/finish/equipment selection, and ultimately to furniture/equipment installations. Using color, shape and textures creatively, they develop attractive environments that operate effectively and with appropriate separation between active, noisy areas and quiet, reflective spaces.

Landscape

We create a variety of landscapes that interface successfully with their surroundings and associated structures. Our services range from existing condition studies and preliminary planning to construction documents production and contract administration services. We guide our clients through the hurdles of obtaining local and state permitting approvals, developing effective pedestrian and vehicular circulation patterns, providing handicap accessibility, and meeting athletic / recreation needs.

Legal Form of Ownership

Friar Associates inc. first became licensed as an architecture corporation in 1982 under the name Handler & Friar Associates, Inc. The firm has been licensed under its current name since 1987. Our engineering division, Friar Associates II, LLC, has held a license with the Department of Consumer Protection since its inception in 2000. Friar Associates and/or staff members hold licenses in the states shown below.



Friar Associates inc.

State of CT: Licensed Architecture Corporation
License #ARC.00001133

Expires: 07.31.2016

State of CT | Department of Administrative Services
Supplier Diversity Program
Certified Small Business Enterprise

Expires: 11.16.2017

Friar Associates II, LLC

State of CT: Licensed Joint Practice for Architecture &
Professional Engineering
License #JPC.0000027

Expires: 04.30.2017

Corporate Officers

President Glenn Yeakel and Vice Presidents Robert Roach and Michael Sorano, all licensed Architects, guide Friar Associates inc. in meeting our clients' facilities needs throughout the Northeast Region. Director of Engineering Bruce Dalkowski provides assistance, leading the firm's engineering team, operating under Friar Associates II, LLC.



Resumes, including background and experience, are included under the Experience (Personnel) section of this proposal.

Experience



Carrington Elementary School, Waterbury, CT

2014 - Connecticut Building Congress, Inc. - Project Team Award, "First Place K-12 Schools"

2013 - Associated Builders & Contractors, Inc. - Excellence in Construction Award, "First Place Institutional"

Philosophy Statement

Friar Associates has extensive experience in facility design for a broad range of projects throughout Connecticut, in other US states and in Canada. We understand that each client is uniquely different, with his/her own set of criteria for creating a new or renovated physical environment. We bring to each client our willingness to listen, depth of understanding and ability to provide the professional services needed to attain your goals.

Our Core Values

Our core values consist of:

- Responsibility – meeting our commitments and adhering to ethical standards in our work
- Leadership – going beyond the expected and providing guidance to others
- Discipline – focusing on our tasks and working cooperatively to achieve success
- Creativity – using our imaginations, pursuing our goals with passion and achieving innovative results
- Listening – Understanding, learning and acting on our clients' needs
- Responsiveness – taking initiative, communicating effectively and adapting to change
- Diversity – understanding the different ideas, approaches and needs of others
- Respect – treating each other with consideration.

Project Initiation Process

We meet with the client to learn the flow of responsibility and who is responsible for making financial, programming, scheduling and other key decisions. We elicit information on what the most important project decisions are, at what points must certain decisions be made and who is involved in the decision-making process. We also learn who needs to be kept informed to promote project success.

Integrated Design Approach

Integrated design considers all building systems and components as a whole. Bringing together the various disciplines, we see how decisions in one area can impact another. Through collaborative meetings, charrettes, modeling and simulations, we achieve a high performance building—resulting from trade offs, optimized building systems, avoided redundancies and efficiency of materials.

Coordination with Others

Our team attends meetings and workshops with representatives of key groups selected by the client to gain a full understanding of their needs. We incorporate the goals of these groups as much as possible in the final design.

We meet with our consultants to budget and assign available hours, developing schedules that reflect the client's deadlines while permitting proper coordination of the work. We enforce our strict computer-aided design documents standards to develop a coordinated construction set.

We also work effectively with State and local governing bodies to ensure we meet applicable regulations and attain the necessary approvals for our clients.

Building Safety

The need for stringent safety measures within buildings utilized by the public relates to a number of factors, such as:

- Environmental concerns
- Natural disasters
- Fires
- Accidents, or attacks / shootings.

Facilities need to address the client's emergency operations plans in these situations. We address the types / causes of potential dangers, notification / warning systems, internal / external communication systems (including interaction with first responders), safe zones, and evacuation routes.

Other security concerns include providing separation between parking and structures, strengthening the building envelope, securing points of entry, and securing air quality and mechanical rooms.

Approach

We attend workshops with client representatives and incorporate their goals into the final design. Meeting regularly with our consultants, we monitor progress, coordinate the work and conduct constructibility reviews. We work closely with the client, State / local authorities and constructors to expedite approvals and achieve successful completion of each project.

Existing Facilities Surveys

Our team discusses the client's overall project needs and develops an action plan to complete the data collection, building / systems evaluation and master planning stages of a survey. We work with the client to identify the key project goals, actively listening to input during fact-finding interviews and any feedback concerning our plan of approach. We are skilled at encouraging open participation in the evaluation process so that we gain a full understanding of the building / users' needs. From our review of available data, on-site evaluations and participation in these sessions, we develop thorough evaluation reports that serve the client as an excellent decision-making tool.

Conceptual Design

We review all our findings during the survey process and discuss a number creative solutions that evolve during the process. Following concept presentations to the client, we evaluate the key components that must be addressed in the design phase. With the client's input we come to an agreement on the most feasible approach to follow.

Building Information Modeling (BIM)

When needed we utilize the benefits of BIM software. During conceptual design we can present clients with 3D models / renderings that show how the completed project will look. From schedules and elevations to area calculations and material types, the software also permits efficient production of complete drawing sets and information to share with our consultants and the constructor. BIM becomes an invaluable tool in expediting the decision-making process and allowing coordination of project data of particular use on major projects.

Value Analysis

Along with monitoring costs through the preparation of estimates at specific stages during each project, alternative design approaches are identified and developed. Our project team works together to discuss available options and determine the effect of modifications on other building components and systems. If ideas developed during "brainstorming" sessions will reduce costs without adversely affecting the final design or its ability to meet the program, modifications are implemented. We emphasize taking measures to maximize cost savings throughout the building's life, not merely construction costs. Value engineering methods enable the client to receive an equally aesthetic, effective and enduring building as that initially designed, yet at a lower cost.

LEED Certification & CT High Performance Building

President Glenn Yeakel is a LEED Accredited Professional and many firm members are experienced in and fully understand the requirements for designing CT high performance buildings. The team reviews the list of optional standards, selecting items most suitable for the client's building and budget. During design development, the team evaluates the list, swapping some items with others as appropriate for the specifics of the evolving project. At the conclusion of this phase another report is filed with the State. During construction documents preparation some items may be substituted based on new strategies. The design team specifies the final list of items and completes any related documentation required. Additional documentation will be required by the contractors during construction. As necessary reports are filed with the State throughout the process.

Design Delivery

Friar Associates recognizes that buildings must comply with current code, high performance, handicapped accessibility, functional and other requirements. Safety features and adequate square footage are critical to serving clients and end users effectively. However, we believe that the physical space must also evoke a positive reaction and provide an atmosphere that reflects its use.

We utilize color, form, texture and light creatively in our designs. Our solutions vary depending on the use of the space. For instance, while radiant colors, large-scale forms and bright lighting can be suitable for active areas, muted tones and soft textures are often preferred for quiet or introspective spaces.

Ultimately, our goal is to provide the highest quality and most creative design possible within the client's available funds and time frame.

Communication

We value communication. Strong communications between the client and the design team is vital to achieving a successful project. Our design team will meet with your representatives to obtain your overall project parameters, gain a full understanding of your needs and develop a coordinated action plan. We will present responsive designs at various stages throughout the project to obtain feedback and approvals to proceed.

Schedule Management

Friar Associates will work with you to establish a schedule based on your specific project deadline, breaking the project down by phase and task. We will prepare a detailed schedule from project initiation through final completion, allocating team members based on their unique expertise or training and adding staff as needed to meet critical deadlines. We will also hold regular meetings to monitor completion against project milestones. This helps us to recognize and address deviations from the schedule promptly. We will utilize our depth of experience to assign time based on completed projects of similar scope and size.

Budget Management

Determining available funding for the project, we will work with you to develop a workable preliminary budget. We will monitor projected construction costs during plan development while creating design solutions that best meet both quality and budgetary goals. We will strive to maximize the use of any grant reimbursement or rebate programs available for the project.

As we proceed, we will prepare cost evaluations at completion of the design and construction documents phases. We will remain current with changes in the construction market - such as material shortages and workload of area contractors - and determine how they will affect your project costs. If a comprehensive estimate is required, we will retain an independent, professional cost estimator with whom we have worked successfully on a number of past projects.

Quality Control

We implement quality control checks throughout each project. To limit changes during design development and construction documents preparation, we focus on thorough programming at project commencement. As the work evolves, we conduct a design critique at the conclusion of the schematic design phase. A secondary review is performed upon completion of design development documents, and a full document review takes place at 90-95 percent completion of the construction documents. During this process discrepancies between plans and specifications and between the documents of the various disciplines can be caught, reducing hold ups and extra charges during construction.

Construction During Occupancy

- During programming and design, work with the client to design modifications with the knowledge that the building will remain in operation during the majority of the construction process
- At completion of construction documents, prepare a construction phasing plan, which is included in the bid documents to make prospective bidders aware of the owner's intentions and requirements
- After contract award, review the phasing plan with the client's representatives and constructor to make any final adjustments
- Meet with the constructor to schedule the work, limiting disruptive construction activities so that they take place after hours
- Hold regular meetings with the client and end users to discuss any issues and confirm that construction is progressing according to schedule.

ArchitectData - Project Database

- Supplemental instructions
- Construction change directives
- Proposal requests
- Change orders
- Fax & transmittal forms
- Meeting & field reports
- Requests for information
- Submittals
- Sketch log
- Punch lists
- ...and more.

State

Our involvement ranges from assisting with the preparation of ED-0 forms and outlining our clients' project requirements to attending the subsequent prep and PCT meetings. This cooperation helps our clients to obtain the maximum grant reimbursement available for eligible items. We have an excellent reputation with the State Department of Education for completing thorough and accurate documents and receiving a minimum number of comments or citations.

On all of our projects we work closely with the municipalities to identify any ineligible items and propose possible alternatives. However, we understand that some ineligible items are necessary for the maintenance and functionality of their schools and follow the decisions made by our municipal clients.

Historically, the value of ineligible items fall between 5 and 7 percent of hard construction costs on our projects.

Recent Experience



Project

Completion

CREC - Academy of Aerospace & Engineering, Windsor-1	2015
Westside Middle School Academy, Danbury-2	2014
Berlin Public Schools & Municipal Facilities Study	2014
Southbury Municipal Facilities Study	2014
CREC - Reggio Magnet School of the Arts, Avon-3	2013
Westside Middle School Academy Athletic Fields, Danbury	2013
CPBN Learning Lab, Hartford-4	2013
Bennie Dover Jackson Middle School, New London	2013
South Windsor Public Schools Evaluation	2013
On-Call Services - Miscellaneous Projects, Rocky Hill	ongoing
On-Call Services - Miscellaneous Projects, Manchester	ongoing
On-Call Services - UCONN, Miscellaneous Projects, Storrs	ongoing
Windham Public Schools Study & Master Plan	2016 (est.)
A. Ward Spaulding School, Simsbury	2017 (est.)
School Improvement Projects, Waterbury *	2017
CREC - Two Rivers High School, Bloomfield	2018 (est.)
Avon Middle School Science Labs	2019 (est.)
CREC - Aerospace Elementary School, Rocky Hill	20xx (est.)

* consists of elevator additions and parking lot / tennis court improvements

Carrington Elementary School

Waterbury, Connecticut

Size:

75,000 sf

Start / End:

2011–2013, on time

Cost:

\$30,071,700, on budget

Services Provided:

Architecture

Engineering

Interior Design

Landscape Architecture

Client:

City of Waterbury

Reference:

Scott Baillie, Former Project Manager O&G Industries, Inc.
c/o Morganti Group, 100 Mill Plain Rd., Danbury, CT
203.743.2675



Increased enrollments and results of a study showing the existing school's inadequacy to accommodate the educational program led the City to approve a new PreK-8 school on the same site. Located atop Waterbury's Bunker Hill, the new school's rooflines mimic the peaks and valleys of the City's rolling hills and distant mountains. Contextually similar to its surroundings and integrated into the neighborhood, the school takes design cues from the adjacent residential development.

The interior space was designed with separation of activities and age groups in mind – both loud, active areas separated from quiet, learning spaces; and, older students separated from younger ones.



The facility houses a "cafetorium"—accommodating both cafeteria and auditorium functions. Set up as an auditorium, the space serves the school community effectively for both lectures and performances.

The media center is divided into the following spaces: workroom/ media office, small group area (conference) and a technology "hub". The main space includes book stacks, periodical shelving, technology storage units, student tables and chairs, soft seating sections, built-in circulation desk, computer look up station, and display tables. All millwork and furniture is height appropriate, and all areas are viewable from the circulation desk. Sun shades, light sensors, acoustical treatments, operable sashes and a recycle center are also provided.

"The building looks great, and the workers who go to all the schools consider this building to be among the most beautiful."

Awards:

First place

Institutional—2013 Associated Builders & Contractors of CT, Excellence in Construction Award

Kevin Brennan

Principal, Carrington Elementary School, Waterbury

Danbury High School

Danbury, Connecticut

Client:

City of Danbury

Reference:

Antonio Iadarola, PE, Director of Public Works
53 Newtown Rd., Danbury, CT
203-797-4537—a.iadarola@danbury-ct.gov

Size:

62,000 sf

Start / End:

2016–2018 (est.)

Cost:

\$22,140,389 (bid)

Services Provided:

Architecture
High Performance Building
Interior Design

Dedicated to housing the 9th Grade Academy, this addition links to the existing school via bridge connections at four locations. Utilizing a combination of steel and masonry, the design offers an interesting fascia set against the plain backdrop of the existing school.

The new space will enable Danbury High School to provide an independent wing to meet general educational needs, including arts, sciences and health education. The addition houses 25 classrooms, a computer lab, staff offices, small group instruction spaces, and support facilities.

Its gymnasium allows direct access to the athletic fields, and the space can be segregated for after-hours use. It houses locker facilities and a trainer's office. Site work required careful attention to avoid interfering with the existing sports field.



“When it’s done, we will have a building that will allow us to do better things and relieve some of the space issues we have”

Dan Donovan

Principal, Danbury High School

Rocky Hill High School

Rocky Hill, Connecticut

Size:

152,326 sf

Start / End:

2014–2018 (est.)

Cost:

\$44,137,000 (bid)

Services Provided:

Architecture

Engineering

Interior Design

Client:

Rocky Hill Public Schools

Reference:

Dr. Mark Zito, Superintendent

761 Old Main St., Rocky Hill, CT

860.258.7720—zitom@rockyhillps.com



Originally constructed in 1981, Rocky Hill High School lacked the upgrades required to support a 21st century educational program. While at construction it met building and space standards, the school could no longer accommodate the needs of 800 students within its configuration.

The goal: address the building limitations identified in NEASC's evaluation and upgrade the building as a model K-12 New England educational environment. Modifications include: providing an adequate number science labs; housing special education, the arts and language labs; expanding athletic room facilities to serve students in various programs; completing heating/cooling system upgrades; increasing the cafeteria to allow three waves of 275 students; improving storage capacity; providing technology upgrades; installing a sprinkler system; addressing ADA and other code requirements; replacing the intercom system and improving security; and, providing energy-efficient windows and replacing the roof. Modifications will meet or exceed Connecticut High Performance Building requirements.

For the auditorium, a complete new stage rigging and curtain system was added, along with new stage flooring and LED lighting above the stage and auditorium seating area. The new fully-compliant fire protection system includes a deluge system at the proscenium and sprinklers below the stage.

Henry C. Frascadore Center for Performance & Achievement

West Hartford, Connecticut

Client:

Northwest Catholic High School

Reference:

David C. Eustis, President & Chief Administrator
29 Wampanoag Dr., West Hartford, CT
860.236.4221 x 145

Size:

4,662 sf

Start / End:

2014, on time

Cost:

\$175,000, on budget

Services Provided:

Architecture

Engineering

Interior Design

The main corridor leading to the auditorium and gymnasium as well as the existing showcases for alumni accomplishments required upgrades.

The task involved modernizing the space while maintaining the original slate floors and existing bookcases. A Marlite wall system was selected to provide a modern, wood wall look for the main corridor, while leaving strategically placed knock outs for images to be showcased on large scale prints. A number of touch screen monitors allow for interaction and highlight student accomplishments.

New wall sconces, plus LED and accent lighting, brighten the space. New signage and gymnasium doors unify and add light to the space. A stepped wall feature, incorporated into the music and arts achievements wall, helps guide visitors through the space and creates visual interest. Display areas are framed with faux columns and wall sconces.

The design features provide Northwest Catholic High School with a beautiful, modern space for showcasing the achievements of past and present students.



Westhill High School

Stamford, Connecticut

Size:

57,000 sf (additions)

Start / End:

2006–2007, on time

Cost:

\$14,051,000, on budget

Services Provided:

Architecture

Engineering

Interior Design

Landscape Architecture

Client:

City of Stamford

Reference:

Jeffry Pardo, Construction Manager

888 Washington Blvd., 7th Floor, Stamford, CT

203.077.5227



Two additions fulfill the program requirements for creating both an addition to the existing facility and a separate identity as a “ninth grade campus” within the 250,000 square-foot overall building complex. Forming a “school within a school”, science labs, general classrooms, special education, full-size gymnasium, administrative and support spaces were all created.

Building code, life safety and ADA updates were also completed throughout the existing school. Upon completion of this project, the entire school—not just the additions—met code and accessibility requirements. This was all accomplished—on time and within budget—through a single mobilization by the contractors while the school was fully occupied.



“We are very pleased with our new and expanded facilities. They provide an attractive, technologically-advanced learning site for Stamford’s students.”

Camille Figluizzi

Principal, Stamford



Robert Benson Photography

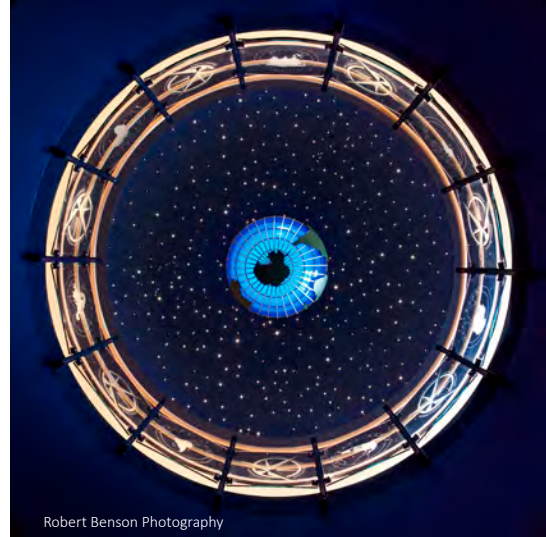
C.B. Jennings Elementary School



Robert Benson Photography

Academy of Aerospace & Engineering

2016- Associated General Contractors of Connecticut-
Building Merit Award
2016- CREW



Robert Benson Photography

Western CT Academy for International Studies

2007- Recognized for Educational Design Excellence in
American School & University



Robert Benson Photography

Seymour High School



Paul Burk Photography

Carrington Elementary School

2014- CT Building Congress, Inc. Project Team Award First
Place K-12 Schools
2013- Associated Builders & Contractors, Inc. Excellence in
Construction Award First Place Institutional



John F. Kennedy High School

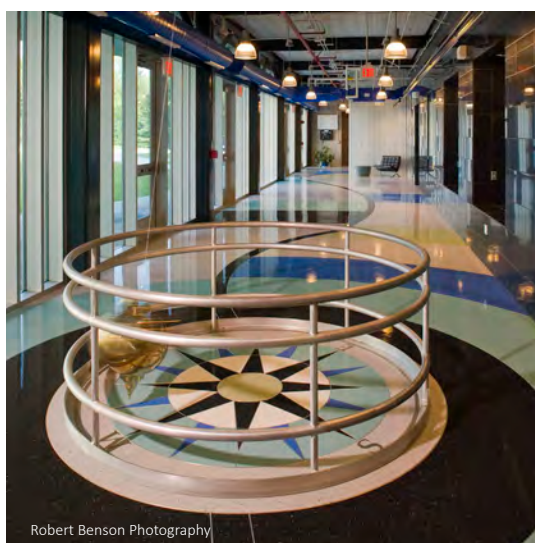
2009- Connecticut Building Congress, Project Team Award
of Merit



Robert Benson Photography

Trinity College - Mather Hall Dining Facilities

2007- American Builders and Contractors, Inc.- Excellence
in Construction Award First Place General Construction



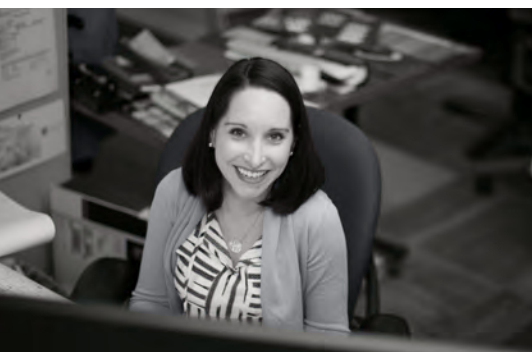
Robert Benson Photography

Science & Technology Magnet School of Southeastern CT

2009- Schooldesigner.com Collabestation Platinum Award
Winner
2007- Starnet Worldwide Design Award Education Winner
and Grand Prize Winner



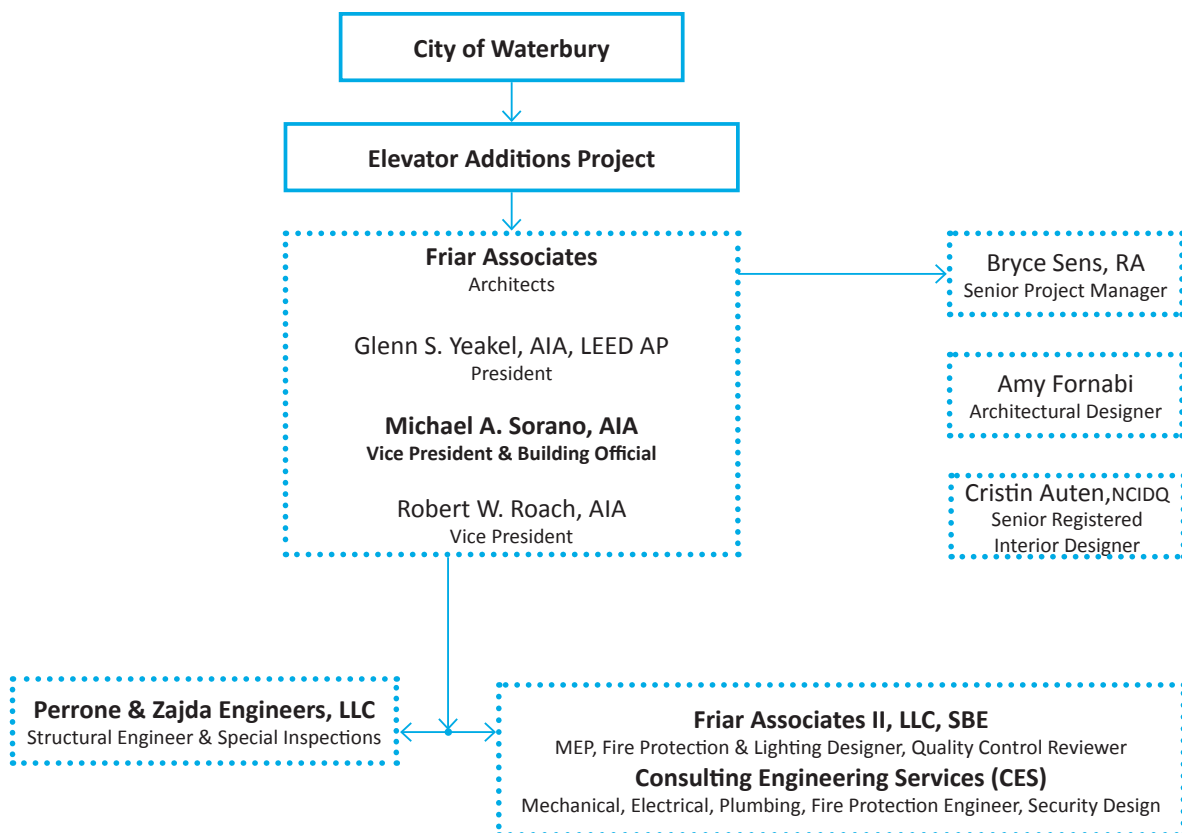
Bloomfield Playgrounds



The Friar Team

Personnel Listing

Friar Associates' experience ranges from studies to multi-million dollar new and renovated structures. Each member of our proposed in-house team—with over 170 years of combined experience—has worked together on numerous projects, including those with our proposed consultants. We are a certified Small Business Enterprise with licensed architects, registered interior designers, a LEED AP and a Building Official on staff. Key project team members are:



Michael A. Sorano, AIA

Vice President

Joined Friar in 2002



Education

Bachelor of Architecture
New York Institute of Technology | 1991

Certifications & Memberships

Registered Architect: CT #9866
Registered Interior Designer: CT #3442
DAS Certified Building Official
National Council of Architectural Registration
Boards (NCARB)
Mentor: NCARB & ACE
National Fire Protection Association

Related Experience

Includes K-12 Public Schools in:

Bethel
Bloomfield
East Hampton
New London
Rocky Hill
Southington
Stamford
Torrington
Waterbury
Windsor

Mike's creativity and experience form the backbone of his leadership approach to design. He guides the project team with his design talents, self confidence and positive attitude. He is an approachable leader with a self-deprecating humor, both of which encourage the open exchange of ideas, enthusiasm and engagement of team members in developing design concepts and solving issues.

"Very few people can stay as optimistic and excited about a project as Mike can, especially in dealing with the challenges of designing schools."

Joined Friar in 2002

Bryce R. Sens, RA

Senior Project Manager



Bryce simultaneously handles multiple tasks, while managing his time effectively. He is experienced in all project areas: design, scheduling, cost estimation, document production, bid management and contract administration. Managing projects ranging from small to large scope, he assigns team members, handles client outreach and communication, develops schedules, coordinates the work of consultants and prepares contracts. Bryce is willing to help with any obstacles encountered during the course of a project. His goal is to create buildings and spaces that people remember.

Education

Bachelor of Architecture Degree
Minor in Business

Philadelphia University | **2002**

Associate Degree in Architectural Engineering
Wentworth Institute of Technology | **1999**

Certifications & Memberships

Registered Architect: CT #12359

Registered Interior Designer: CT #3784

International Masonry Institute (IMI) "Team
IMI Masonry Camp", 2004

PSMJ Resources, Inc. Project Managers
Bootcamp, 2005

Related Experience

Includes K-12 Public Schools in:

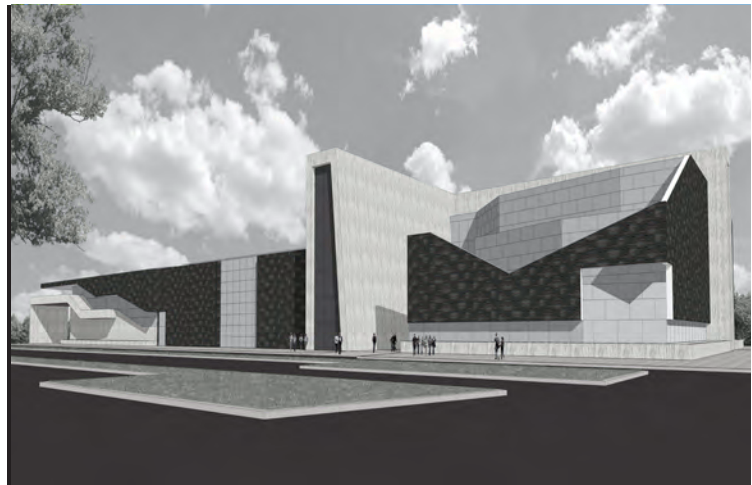
Bethel
Bloomfield
Danbury
New London
Rocky Hill
Torrington
Waterbury
Wethersfield
Windsor

"Bryce has proven himself to be the firm's visionary, testing and promoting promising trends in design and technology. He defines, articulates and communicates vision and change to keep Friar Associates timely and relevant."

Amy Fornabi

Architectural Designer

Joined Friar in 2016



Education

Masters Degree in Architecture
Academy of Art University | **2013**
Bachelor Degree in Interior Design
Paier College of Art | **2009**

With degrees in architecture and interior design, Amy is able to provide both exterior and interior design services to the firm and its clients. Her knowledge of and skills in Revit and InDesign also benefit our firm and clients. She helps project teams execute each project from drafting up plans, elevations, sections and details to assisting with graphics for presentation purposes. With an easy going personality, Amy shows a willingness to take on various tasks, works well in a team with others and contributes to the firm's success.

Related Experience

CREC Two Rivers High School, Bloomfield
Wallingford Schools Window Replacement
Crosby High School Office Renovation,
Waterbury

"I've always been intrigued by design and how you can create a feeling and experience through space. I studied in both interior design and architecture, so I can design these feelings and experiences from the inside out or the outside in."

Joined Friar in 2005



Cristin M. Auten, NCIDQ

Registered Senior Interior Designer



Cristin offers the firm's clients her universal design knowledge. She holds particular expertise in educational, corporate and healthcare environments. Cristin completes the full spectrum of interior design services: programming, space planning, interior specifications, interior finish selection and FF&E package preparation. Involved in overall interiors project management and mentoring, Cristin demonstrates her creative, organized and detail-oriented approach on each project. She is motivated by appreciation in all aspects of her work.

Education

Bachelor of Science in Interior Design
Endicott College | **2004**

Certifications & Memberships

Registered Interior Designer: CT #3728
NCIDQ Certificate: #23433

Related Experience

Includes K-12 Public Schools in:

Avon
Bloomfield
Danbury
Hartford
Manchester
Rocky Hill
Stamford
Windsor

“As a child I was ALWAYS changing the furniture layout in my bedroom. I enjoy being creative with colors, patterns and textures, as well as the challenge of space planning. Space planning is like a giant puzzle...”

Team Role: In-House Consultant

XX projects with Friar
Established in 2000

Friar Associates II, LLC

M/E/P Engineering (including Fire Protection)



A subsidiary since 2000, Friar Associates II, LLC is a mechanical and electrical engineering design firm. Led by Bruce Dalkowski, Director of Engineering, the engineering team provides mechanical, electrical, plumbing and fire protection design services. With a wide range of experience, including K-12 educational, municipal, higher educational, institutional, commercial, industrial, and manufacturing projects, the firm develops designs that are well-suited to the client's needs and fall within the construction budget.

Key members of the assigned team, responsible for all aspects and phases of the project, actively participate throughout each project. As a result, the project is well-integrated, managed and scheduled from initial concept to final construction, acceptance and occupancy.

“Bruce’s attention to detail is an asset to the firm’s engineering team.”

Project Role

Mechanical, electrical, plumbing and fire protection engineering services

Related Experience

CIGNA Wilde Building Existing Conditions Survey & As-Built CAD Drawings, Wilde Building Reconfiguration & CIGNA University, Bloomfield
Village for Families & Children, Hartford
Gallaudet Hall Renovations, CCSU
UConn Wilbur Cross Building Modifications, Storrs
Pitkin Community Center, 9/11 Memorial Sports Center, Wethersfield
Campus-Wide Existing Conditions Survey & Feasibility Studies for: WCSU, CCSU & ECSU; former CT Juvenile Training School, Dept. of Public Safety—Mulcahy Complex & State Police Troop Buildings

Consulting Engineering Services (CES)

Mechanical & Plumbing Engineering

Team Role: Consultant

9 projects with Friar

22 years experience



Project Role

Mechanical engineering
Electrical engineering
Plumbing & fire protection engineering
Commissioning
LEED accreditation
Solar design / build

CES provides professional engineering services to clients throughout the United States and beyond. The seven principals of the firm have worked together to develop a reputation for design excellence in Education, Health Care, Research & Development, Corporate Office, Sports & Recreation, Community and Private Estate projects since 1994.

With a staff of over 70 experienced professionals and three offices, CES has an outstanding record of providing high caliber service to hundreds of clients in both the public and private sectors. As part of the firm's commitment to sustainable design and energy savings practices, CES is a certified LEEDTM consultant with on-staff LEED Accredited Professionals, Certified Energy Managers, Geothermal Designers, PV Designers, Commissioning Professionals and High Performance Building Design Professionals.

Related Experience

CREC Reggio Magnet School of the Arts, Avon

CREC Two Rivers High School, Bloomfield

Danbury High School, Danbury

Wesley Elementary School, Middletown

Rocky Hill High School, Rocky Hill

Seymour Public Schools, Seymour

King Philip Middle School, West Hartford

**CREC Academy of Aerospace & Engineering,
Windsor**

Ritz Carlton Hotel, St. Louis, MO

West Bristol K-8 Elementary School, Bristol

CT River Academy Magnet School, East Hartford

MD Fox Elementary School, Hartford

Hill Central Elementary School, New Haven

Perrone & Zajda Engineers, LLC

Structural Engineering

Team Role: Consultant

14 projects with Friar
40 years experience



Project Role

New building analysis
Design and detailing
Existing building renovation and modification
Finite element seismic lateral analysis
Special inspections
Contract administration
Third party peer review
Roof analysis for re-roofing projects

The firm of Perrone & Zajda Engineers, LLC offers a combined experience of 40 years in the structural design field. This background includes extensive experience in providing design, construction documents and contract administration services on municipal, educational, commercial, retail, industrial and religious facilities, along with residential structures.

Related Experience

Bethel High School, Bethel
Parish Hill High School, Chaplin
Farmington High School, Farmington
Kellogg Middle School, Newington
Elizabeth Green Elementary School, Newington
Newington High School, Newington
Rocky Hill High School, Rocky Hill
Seymour High School, Seymour
Simsbury High School, Simsbury
John F. Kennedy High School, Waterbury
King Philip Middle School, West Hartford
Wolcott School, West Hartford
Silas Deane Middle School, Wethersfield
Trinity College, Mather Hall, Hartford
CBPN Learning Lab, Hartford
UConn On-Call Services, Storrs

Conflicts of Interest

Friar Associates has no business, financial, personal or other types of relationships that could pose a conflict of interest with Waterbury on this contract.

Work Plan



**Western CT Academy for International Studies,
Danbury, CT**

2007 - Architectural Portfolio - Recognized for
Educational Design Excellence in American
School & University

Qualifications & Roles



Glenn Yeakel, AIA, LEED AP
President

Glenn assembles a team of professionals from all required disciplines that will address the various project components. He responds to complex issues and oversees the contractual, budgeting, scheduling and quality control functions of each project.



Michael Sorano, AIA
Vice President / Principal

Mike assigns the various project tasks to the appropriate team members, establishing project goals and deadlines. Maintaining regular communication with the team throughout the process, he attends critical meetings with the client and state / local authorities. Mike provides directives and advice during document preparation, leads quality control reviews, and serves as an advisor during the contract administration phase.



Robert Roach, AIA
Vice President / Principal

Bob assigns the various project tasks to the appropriate team members, establishing project goals and deadlines. Maintaining regular communication with the team throughout the process, he attends critical meetings with the client and state / local authorities. Bob provides directives and advice during document preparation, leads quality control reviews, and serves as an advisor during the contract administration phase.



Bryce Sens, RA
Senior Architectural Project Manager

Directing the daily operational needs of the project, Bryce identifies the client's specific requirements and interacts with the client's representatives and project team members through completion. He coordinates the preparation of responsive documents, addresses project costs, meets with governing bodies to obtain approvals, oversees the bid process and monitors progress during construction.



Amy Fornabi
Architectural Designer

With a solid education, strong technical skills and experience in the field, Amy provides support to the design team. This staff member prepares design documents and presentation materials, including 3D designs. Following approval to proceed, she prepares the construction documents, coordinating her work with the other team members and researching technical information as required to address the full project scope.



Cristin Auten, NCIDQ
Senior Registered Interior Designer

Cristin conducts programming meetings in concert with the team to determine the project scope from the viewpoint of the "end user" and develops space layouts, FF&E plans and specifications. She also addresses adjacency / circulation needs within the building. Cristin makes periodic inspections during installations to monitor compliance with the specifications and established aesthetic standards developed for the project.



Friar Associates II, LLC
MEP Engineering Design

Friar II works closely with the team from project inception. They review existing building systems and develop solutions to support the facility's needs. Throughout the project, these team members attend regular coordination meetings, presentations to the client, discussions with local officials and other critical interactions to address the M/E/P, fire protection and lighting design needs of the project.

Consulting Engineering Services, Inc.
MEP Engineering Review

This consulting firm works closely with the MEP engineering design team to conduct quality control reviews of the solutions presented during design. Firm members review the completed documents and make recommendations as needed. They work with the team from project initiation through final completion on the MEP components of the project.

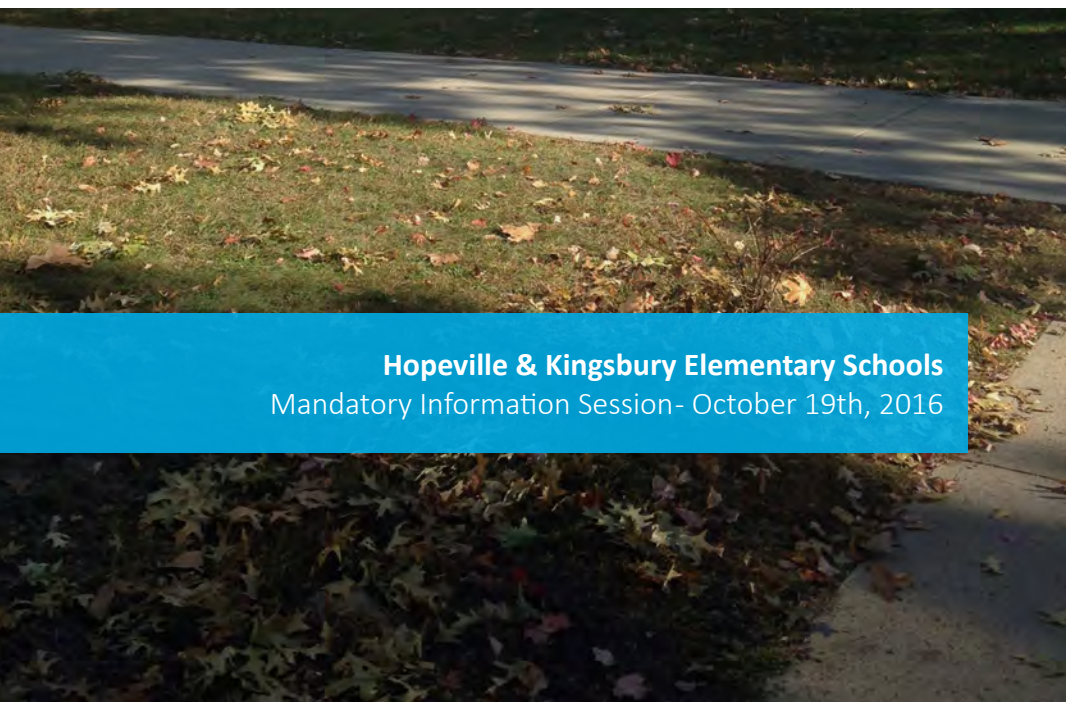
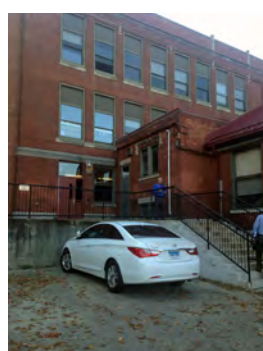


James Marenzana
In House Building Official

Jim conducts a code review and provides input as needed, such as assisting with obtaining code modifications where remediation is not feasible. If an issue pertaining to an existing condition is identified, he makes a field inspection and advises the team on the recommended solution and approach. Prior to final submission of the documents, he completes a thorough code review.

Perrone & Zajda Engineers, LLC
Structural Engineering Consultant

Retained to conduct an analysis and develop options for a viable structural support system, this consultant participates in site visits and coordination meetings. They develop a structural framework, as dictated by building code, that will support the facility's systems and occupancy loads while resisting anticipated external forces. They also make inspections during construction, providing solutions as needed.



Hopeville & Kingsbury Elementary Schools
Mandatory Information Session- October 19th, 2016

Work Plan

Our goal is to develop a successful collaboration with the client, end users and others involved. This communication helps us to establish priorities, effective solutions and responsive recommendations. Information sharing includes obtaining existing conditions documents, studies/reports and other pertinent documentation for evaluation. Reasonable access to the site/building and key decision makers is also critical to the project's success.

Work Plan

- Interpret the project requirements
- Develop a schedule based on the work required and available funds
- Prepare a list of deliverables to be provided throughout the project.

Kick-off Meeting

- Discuss the client's specific project goals
- Introduce team members and consultants
- Present the design team's initial vision for input from the client and consultants.

Existing Conditions

- Evaluate conditions of the existing facility and grounds
- Determine the building's and site's overall functionality
- Identify which components need to be addressed as part of the project
- Conduct field measurements
- Identify existing space utilization and adjacencies.

Program Development

- Interview key client representatives and/or end users to gain insight into building functionality
- Collect and organize programming materials for reference throughout the project
- Based on the information provided by the client and through our site / facility evaluations, assemble findings into a schematic program.

Schematic Design

- Develop a design approach with options to address the various project components
- Prepare schematic floor plans, sections, exterior and interior elevations and interior space layouts
- Prepare initial site plans (including preliminary grading, planting, traffic flow, pedestrian walkway and site lighting solutions)
- Select a foundation and structural system in order to prepare preliminary structural framing plans
- Select building enclosure materials (walls, doors, windows, roofing)
- Determine building circulation and exiting components
- Select electrical, mechanical and plumbing systems for integration with available site utilities
- Prepare a preliminary estimate of probable costs based on the option or options and systems / materials selected to this point, along with an analysis of any available grant or rebate funds
- Develop a preliminary schedule, with phasing options if required
- Present the schematic documents to the client for review / approval.

Design Development

- Complete the following:
 - Foundation and roof framing plans
 - Floor plans
 - Sections
 - Site and landscape plans
 - Exterior and interior elevations
 - Preliminary finish schedules
 - M/E/P systems plans / initial equipment list
 - Outline specifications.

Construction Documents

- Finalize, coordinate and check the plans for compliance with related federal / state / local regulations
- Present the documents for final approval
- Evaluate costs against the client's budget, substituting systems / materials as needed to address any project discrepancies
- Fine tune the schedule and, if construction will take place during building occupancy, map out a phasing plan
- Prepare any required checklists, submission forms and waiver letters on the client's behalf
- Assemble a set of construction documents that provides clear and complete directions to the constructor.

Bidding

- Assist with preparation of the bid package
- Guide a pre-bid walk through at the site
- Respond to bidders' questions regarding project specifics
- Prepare and issue addenda, when needed
- Review bids and make recommendations for award of the construction contract.

Contract Administration

- Perform regular site visits to monitor progress and compliance with the construction documents
- Attend pre-construction and regular construction progress meetings
- Review requisitions against work actually completed and verify that they show the appropriate retainage, etc
- Prepare and submit change orders, substitution requests, etc. for approval (including verification of prices, quantities and products)
- Review shop drawings and submittals
- Monitor acceptance tests and performance demonstrations, making recommendations to the client
- Conduct a walk-through with the client, constructor and others, as appropriate
- Develop punch lists and monitor completion of these items, occupancy, start of warranties, final payment, etc.
- Meet with appropriate officials at the client's request.

Project Deliverables

Task	Friar Associates	Friar Associates II	Civil & Site Engineer	Landscape Designer	Structural Engineer	MEP Engineer	Technology Consultant	Acoustical Consultant	Food Service Consultant	Cost Estimator	Construction Manager	Others
Calendar Programming	●											
Conceptual Design	●											
Multiple Preliminary Designs (if required)	●											
Measured Drawings	●	●			●							
Existing Facilities Surveys	●	●			●							
Site Evaluation & Planning	●											
Building Information Modeling (BIM)	●	●		●	●							
Mechanical, Electrical & Plumbing Engineering		●										
Fire Protection Engineering		●										
Structural Engineering					●							
Civil Engineering												
Landscape Design	●											
Architectural Interior Design	●											
Value Analysis	●											
Detailed Cost Estimating												
On-Site Project Representation	●											
Conformed Construction Documents	●		●		●							
As-Designed Record Drawings	●		●		●							
Post Occupancy Evaluation	●											
Facility Support Services	●											
Tenant-Related Services	●											
Coordination with Owner's Consultants	●											
Telecommunications/Data Design												
Security Evaluation & Planning												
Extensive Environmentally Responsible Design	●											
CT High Performance Building Standards	●											
Fast-Track Design Services	●											
Historic Preservation												
Furniture, Furnishings & Equipment Design	●											
Schedule Development Monitoring—Design Phase	●											
Schedule Development Monitoring—Construction Phase												
Special Bidding or Negotiation	●											
Buyer Service Consultant	●											
Technology Design (video, voice & data infrastructure)												
Quality Control	●											
Food Service Layouts												
Acoustical Engineering												

Services Expected of the City

We will need the following from the City for this project:

- Any existing conditions (“as built”) documents available for confirming existing conditions and creating AutoCAD plans
- Other pertinent documents or information in order to obtain a complete understanding of your requirements
- Reasonable access to the buildings, within reasonable hours, to verify existing conditions, etc.
- Input from assigned representatives for each school, including maintenance staff. We will need to schedule meetings to avoid summer vacation as maintenance staff are critical in gaining access to roof areas, tunnels, mechanical spaces, etc. We also need access to their knowledge of building operations
- Availability of key personnel for presentations and input / feedback and authorization to proceed.

Litigation & Insurance



CREC Academy of Aerospace & Engineering, Windsor, CT

2016 - Citation, Combined Level Category - American School and University's Architectural Portfolio

2016 - Exemplar, Architecture and Interiors Categories - Boston Society of Architects' ABX Photo Exhibit

2016 - Associated General Contractors of Connecticut Building - Merit Award

2014 - Associated Builders & Contractors, Inc. - Excellence in Construction Award

Litigation

Friar Associates has not received any judgment against it for any work that we have performed in the history of the firm, nor have we withdrawn or been released from any professional service agreement.

Past 5 Years

Within the past five years, Friar Associates has only been involved in a single case. This was a dispute with the City of Torrington regarding the mechanical engineering design performed by an outside consulting engineer. However, we worked with all parties involved to develop a suitable resolution to the issue in May 2012, achieved through mediation.

Pending Litigation

We have no pending litigation against our firm.

Bankruptcy Filings

Friar Associates has not filed for bankruptcy over its entire 40+ years in business.

Ability to Provide Services to Waterbury

There are no factors that would prevent Friar Associates from legally entering into an agreement with Waterbury for services on this contract. We also know of no reason that would prevent us from completing the work successfully and within your time and budget constraints.

Insurance

Friar Associates has consistently carried professional liability insurance through an established insurance company in the field of architectural liability coverage. Since 1974 we have maintained this coverage without interruption. Our insurance companies are licensed, approved and admitted to transact insurance in Connecticut and have a Best's Financial Rating of "A" or better.

ACORD		FRIAA-01CL CWETHERBEE	
CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		1/20/2016	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER Smith Brothers Insurance, LLC. 69 National Drive, Suite 2 Glastonbury, CT 06033		CONTACT Corinne S. Sternberg PHONE: 860.434.234 ADDRESS: csterberg@SmithBrothersUSA.com FAX: (A/C, M/F) INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Co. 29424 INSURER B: Hartford Underwriters Ins. Co. 30104 INSURER C: Hartford Ins Group - DBC 00914 INSURER D: Continental Casualty Company 20443 INSURER E: INSURER F:	
INSURED Friar Associates, Inc. 281 Farmington Avenue Farmington, CT 06032		CERTIFICATE NUMBER: 02SBAEZ0792 REVISION NUMBER:	
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
TYPE OF INSURANCE A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY B <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY C <input checked="" type="checkbox"/> UMBRELLA/EXCESS LIABILITY D <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY E <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	INSURANCE PERIOD 12/06/2015 12/06/2016	POLICY NUMBER 02SBAEZ0792 02UECZ96734 02SBAEZ0792 02WBCL1930 AEH006232310 AEH006232310	LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (A occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 2,000,000 COMBINED SINGLE LIMIT (A & B occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PER STATUTE / OTHER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISAB - EA EMPLOYEE \$ 500,000 E.L. DISAB - POLICY LIMIT \$ 500,000 Limit \$ 5,000,000 Deductible \$ 50,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)			
CERTIFICATE HOLDER Sample Only		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kimberly S. Sternberg	
ACORD 25 (2014/01) © 1988-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD			

We will furnish you with certificates of insurance upon request. We note that the insurance company does not permit "additional insured" statements on professional liability or automobile policy certificates; however, we can do so for our other policies. Our policies provide a 30-day notice of cancellation, non-renewal or material change and a 10-day notice for non-payment.

Our agent of record is Smith Brothers Insurance, Inc. of Glastonbury, Connecticut.

Exceptions / Alternatives



Carrington Elementary School, Waterbury, CT

2014 - Connecticut Building Congress, Inc. - Project Team Award, "First Place K-12 Schools"

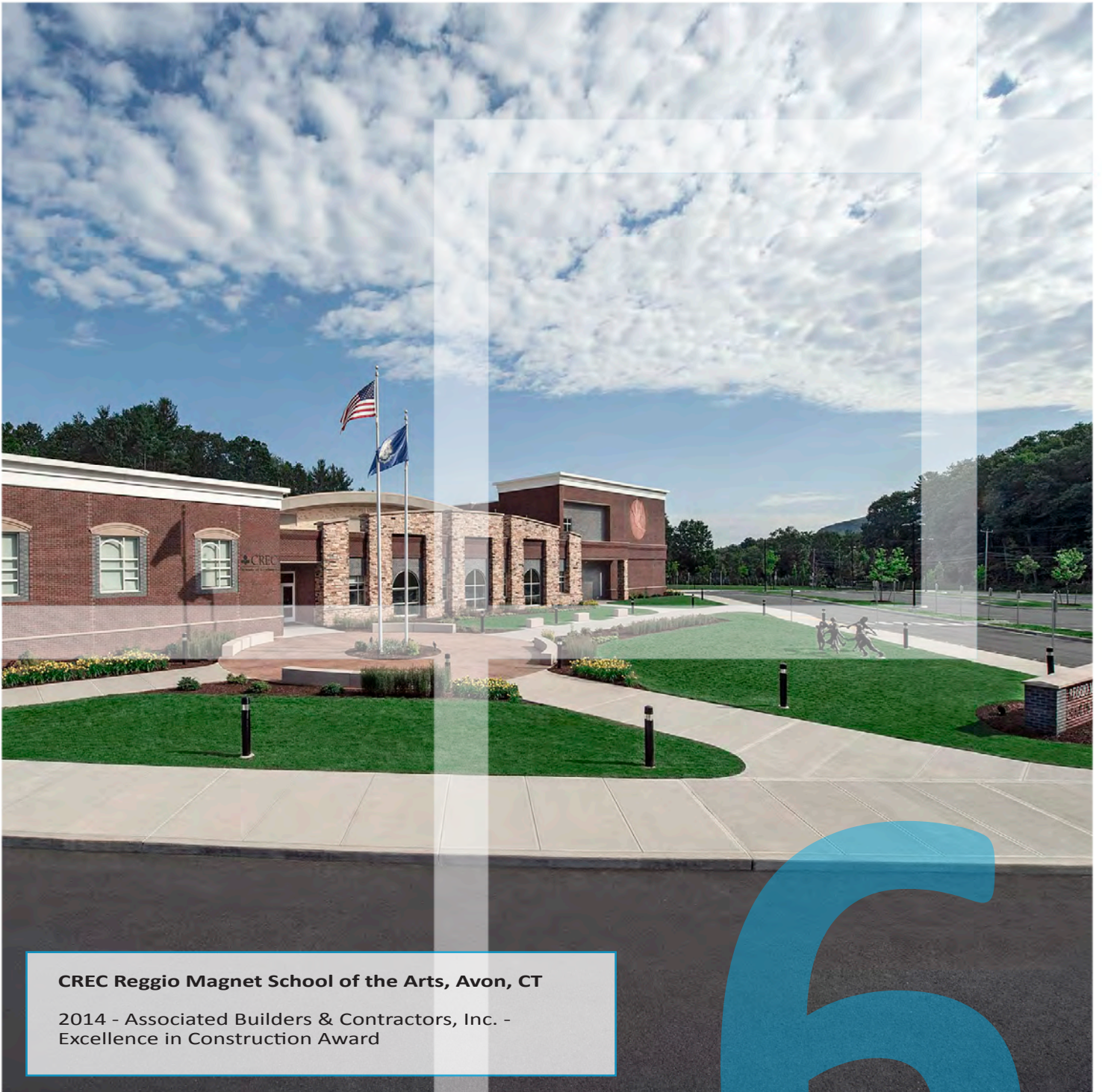
2013 - Associated Builders & Contractors, Inc. - Excellence in Construction Award, "First Place Institutional"

Exceptions & Alternatives

Friar Associates takes no exception to the requirements stated in the RFP and have entered into agreements with the City of Waterbury in the past. Therefore, we understand your requirements and the terms / conditions of the contract used by the City for its design / construction projects.

We entered an agreement with Waterbury without issue earlier this year for elevator additions at the Chase and Sprague Elementary Schools, tennis court replacements for Crosby and Wilby High Schools, and parking lot / driveway improvements at Crosby and Wilby High Schools, Wallace and Northend Middle Schools and Chase and Wendell Cross Elementary Schools.

Additional Data



CREC Reggio Magnet School of the Arts, Avon, CT

2014 - Associated Builders & Contractors, Inc. -
Excellence in Construction Award

Why Friar Associates?

Providing uninterrupted services since 1974, Friar Associates inc. is a leading Connecticut architectural firm. President Glenn Yeakel and Vice Presidents Robert Roach and Michael Sorano, all licensed architects, guide the firm in meeting our clients' facilities needs. They are assisted by Founder David Friar and Director of Engineering Bruce Dalkowski.

We Understand

Our staff of licensed professionals and experienced designers provide the full range of architectural, engineering, master planning, interior design and landscape design services. We understand the needs of our various clients, including code, high performance, technology, security and program requirements. We offer a proven ability to cover a diverse range of topics and presentation styles to suit various audiences and gain approvals for our clients' projects.

With a strong track record, we regularly exceed our client's expectations. Experience in assisting our clients throughout the design, approval and construction processes has led to our extensive portfolio, made up of hundreds of successful small to multi-million dollar projects.

We Respond

Our team translates the client's program and goals into an effective design. We focus on providing safe access to the building through maximizing traffic circulation and creating organized parking. We develop solutions that work in harmony with the surrounding buildings and landscape. Embracing the opportunity to produce a unique building identity, we emphasize existing features or develop a strong focal point. For renovations / additions we respect fundamental architectural detailing and blend new features with the existing aesthetics.

We use function, value and efficiency to form the basis of our designs, selecting materials and systems with concern for the environment and minimizing both maintenance and operating expenses. Our goal is to develop an understanding of the client and end users, reflecting their needs within our designs.

We Care

With sensitivity to the individualized needs and approaches of our clients, we listen before we act. The project team maintains open communications with all parties involved, and the firm's principals remain available throughout each project.

We are committed to achieving each client's goals. Along the way we solve problems and provide follow through on questions raised. We conduct a thorough review of documents to promote accuracy and consistency prior to the construction phase.

Working closely with the client and constructor, we promote safety and minimize disruption to ongoing building activities during construction. Our dedicated team focuses on achieving successful projects that lead to enthusiastic and prideful clients.

ATTACHMENT A

Friar's Fee Proposal to RFP, dated November 1, 2016. Consisting of 1 page. Attached hereto.

SECTION 00400 FEE PROPOSAL

DATE: November 1, 2016

FIRM: Friar Associates Inc.

Project: Architectural / Engineering Design Services

RFP #5604

Complete the following Fee Schedule to determine Total Design Fees per Project for the services defined in this RFP. All services and reimbursable expenses shall be included in the amounts listed below. Respondents may attach a cover letter and any other supporting documents if they so choose. Billing rates for additional services should be attached as well. The fee proposal shall be submitted in a separate sealed envelope clearly identified in accordance with the Instructions for Submission.

Design Phase	Elevator Addition Projects		
	Hopeville Elementary School	+ Kingsbury Elementary School	= Total of Elevator Additions
Pre-Design/Schematic Design/Design Development	\$ 6,000	+ \$ 6,000	= \$ 12,000
Construction Documents	\$ 16,000	+ \$ 16,000	= \$ 32,000
Bidding	\$ 2,000	+ \$ 2,000	= \$ 4,000
Construction Administration & Project Closeout	\$ 4,000	+ \$ 4,000	= \$ 8,000
Subtotal - All Above	\$ 28,000	+ \$ 28,000	= \$ 56,000
Contingency - 10% of Subtotal	\$ 2,800	+ \$ 2,800	= \$ 5,600
Total Design Fees per Project	\$ 30,800	+ \$ 30,800	= \$ 61,600

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Farmington

County of Hartford

Michael A. Sorano, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Vice President of Friar Associates inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☐ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

✓ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Glenn S. Yeakel	President	Friar Associates inc.	Architectural	12/12/55
2 Robert W. Roach	Vice President	Friar Associates inc.	Architectural	1/4/71
3 Michael A. Sorano	Vice President	Friar Associates inc.	Architectural	2/17/64
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		None		
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 Friar Associates II,	281 Farmington Avenue	LLC Partner
2 LLC	Farmington, CT 06032	
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	Glenn S. Yeakel	President	12/12/55	50
2	Robert W. Roach	Vice President	1/4/71	25
3	Michael A. Sorano	Vice President	2/17/64	25
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1			None		
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	Friar Associates inc.	Connecticut	Farmington
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership

In presence of:

(Name of Partnership)

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: _____
(Name of General Partner)

(Business Address)

For Corporation

Attest Michael A. Sorano

Michael A. Sorano
(Corporate Principal)

281 Farmington Avenue, Farmington, CT
(Business Address)

Affix
Corporate
Seal

Friar Associate inc.

(Name of Corporation)

By: Michael A. Sorano
(Name of Authorized Corporate Officer)

Its (Title) Vice President

State of CONNECTICUT)

) SS

County of HARTFORD)

Michael A. Sorano being duly sworn,

deposes and says that he/she is Vice President of Friar Associates and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 14th day of June 2014
Michael A. Sorano
(Notary Public)

My Commission Expires: 7/31/2016

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: Friar Associates inc.
281 Farmington Avenue
Farmington, CT 06032

Print Name and Title of Authorized Representative: Michael A. Sorano / AIA, Vice President

Signature of Authorized Representative: _____

Date: June 14, 2016

CONSTRUCTION CONTRACT
for
ALLIANCE GRANT LOCKER REPLACEMENT
between
City of Waterbury
and
Hertz Furniture Systems, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and "Hertz Furniture Systems, LLC located at 170 Williams Drive, Suite 201, Ramsey NJ 07446, a State of Connecticut duly registered domestic corporation (the Contractor).

WHEREAS, Contractor submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5569 for Alliance Grant Locker Replacement; and,

WHEREAS, the City accepted Contractor's bid for ITB Number 5569; and

WHEREAS, the City desires to obtain Contractor's services for Construction of the Project pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals 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 City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1. The Project consists of Alliance Grant Locker Replacement, with work to consist of removing and replacing lockers at Crosby/Wilby/Kennedy High Schools and West Side/Northend Middle Schools as detailed and described in the Bid Documents 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 Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. Project plans, specifications, in the ITB, supplemental conditions (Attached hereto.) Consisting of 70 pages excluding sample contract and contractor compliance packet
- ii. Bid Forms, including the City's Bid documents and Contractor's responses (Attached hereto.) Consisting of 101 pages, which includes those pages listed above and 31 in the Contractor's response
- iii. Bid Addenda Nos. 1, 2 and 3, (Attached hereto.) Consisting of 8 pages.
- iv. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference.)
- v. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference.)
- vi. Performance Bond and Payment Bond Certificates of Insurance (Incorporated by reference.)
- vii. All applicable Federal, State and local statutes, regulations charter and ordinances (Incorporated by reference.)
- viii. All permits and licenses (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 City's record copy of the Contract Documents shall control and shall be effective and binding on 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. Contract Amendment(s) and Change Orders
- ii. Contract
- iii. Contractor's Bid Form
- iv. Federal, State, and local laws, regulations, charter and ordinances
- v. Technical Specifications
- vi. Drawings

2. Representations Regarding Qualification and Accreditation. Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. Contractor 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 City relies upon Contractor's representations.

2.1. Representations regarding Personnel. Contractor 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 City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by Contractor or 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 Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of Contractor. Contractor agrees to properly implement the services required in the manner herein provided. Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

3.1.2 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;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event Contractor failed to disclose any such new cost prior to the submittal of its bid, Contractor hereby

covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, 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 Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that Contractor discovered in the City's bid documents and other documents for **ITB Number 5569** (collectively "Bid Documents");

3.1.7. it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor 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 the 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 Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of Contractor to secure, provide and maintain at Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent Contractor is required to be on City property to render Contractor's services hereunder, Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of **3:00 p.m. and 10:00 p.m. Monday through Friday** unless prior written permission is obtained from the City to work during other times. This provision shall not excuse Contractor from timely performance under the Contract.

3.5. Cleaning Up. Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's 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 Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Contractor.

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

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. Contractor's Employees. Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or

otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. Contractor 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 Contractor's demand for payment.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to

the services to be performed by Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. Contractor shall Substantially Complete all work and services required under this Contract by **June 15, 2017**, and shall reach Final Completion by **June 30, 2017** ("Contract Time").

5.1. Time is and shall be of the essence for all Project Milestones, Substantial Completion Date and the Final Completion Date for the Project. Contractor further agrees that the Project 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 Contractor and City, that the Contract Time is reasonable for the completion of the Project.

5.2. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, Contractor shall deliver to the City a written status report setting forth an analysis and critique of Contractor's compliance with said schedule.

5.3. Contractor shall pay to the City the sum of **One Thousand Dollars (\$1,000) per calendar day** for each and every calendar day for which Contractor is in default in completing the work beyond the time for Substantial Completion and/or Final Completion set forth in this Article 5. The preceding sum is hereby agreed upon not as a penalty, but as liquidated damages that the City shall suffer due to such default. The City shall have the right to deduct the amount of any such damages from any monies due Contractor under this Contract.

6. Compensation. The City shall compensate Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for

additional compensation will be considered for conditions made known to Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to Contractor shall not exceed Nine Hundred and Eighty One Thousand, Five Hundred and Fifty Five dollars, **\$981,555** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's**, Contractor's Bid, dated October 7, 2016", which is summarized below:

Base Contract:

Nine Hundred and Eighty One Thousand, Five Hundred
And Fifty Five Dollars and sixteen Cents..... \$981,555.16

Deduct:

951 ea. lockers at the Wilby High School for One Hundred
And Twenty Eight Thousand Two Hundred and Fifteen Dollars.....
(\$128,215.00)

Contingency of:

Ninety Eight Thousand One Hundred and Fifty Five Dollars..... \$98,155. 00

Total Contract.

Nine Hundred and Eighty One Thousand Five Hundred and Fifty Five
Dollars and sixteen cents \$981,555.16

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage 5% percent of any payment (or monetary sum otherwise required by law) owed to Contractor to be withheld from payments to Contractor otherwise payable to Contractor until such time as Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of Contractor's invoices for payment and review of Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

6.3.3 Contingency. At sole discretion and control of the City, the Contingency amount as set forth in Section 6.1 of this Contract shall be utilized for the payment to the Firm for additional work not covered by this contract and requested by the City in writing to be performed by the Firm.

6.4. Bid Costs. All costs of Contractor in preparing its bid for **ITB Number 5569** shall be solely borne by Contractor and are not included in the compensation to be paid by the City to Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services 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 City payment is made, Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until Contractor, if required by the City, shall deliver to the 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 Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, Contractor shall:

6.9.1 Submit Applications for Payment in accordance with the following:

The City must receive Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of Contractor. Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. Contractor warrants that none of its work shall be defective. Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) 365** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship.

Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. Contractor shall indemnify, defend, and hold harmless the City, the City's 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 performance of the services, 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 therefrom, and **(ii)** are caused in whole or in part by any willful or negligent act or omission of Contractor, 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.

9.2. In the event this Contract and/or Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

9.3. In any and all claims against the City or any of its boards, agents, employees or officers by any employee of Contractor, 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 Paragraphs 9.1 and 9.2, 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.4. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by Contractor and as to any award made thereunder.

10. Contract Bonds. Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

11. Contractor's Insurance.

11.1. Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by Contractor and such insurance has been approved by the City. Contractor 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 City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

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

11.3. 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.

11.4. 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 Contractor:

11.4.1 General Liability Insurance: **\$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the 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.

11.4.2 Automobile Liability Insurance: **\$1,000,000.00** combined single limit (CSL)

Providing coverage to protect the 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.

11.4.3 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**

Contractor shall comply with all State of Connecticut statutes as it relates to workers’ compensation.

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

11.4.5 Builder's Risk Insurance: Not Applicable

11.4.6 Contractors Pollution Liability Insurance: **\$1,000,000.00** each claim, **\$2,000,000.00** aggregate coverage.

The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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

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

11.7. Certificates of Insurance: Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education, their public officials, employees, program manager, and any other person acting under, through or for them as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Contractor'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. Prior to the execution of this Contract by the City, Contractor shall furnish to the 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 City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education, their public officials, employees, program manager, and any other person acting under, through or for them are listed as additional insured on all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. Contractor must supply replacement/renewal certificates at least 30 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 than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, Contractor 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 Contractor 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; 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 made a part hereof.

12.1. Taxes-Federal, State and Local. The 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 Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby 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.

12.2.2 Contractor 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.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, Contractor 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 the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.

12.4.1 Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation,

conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

12.4.3 The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

- i.** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and
- ii.** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, Contractor 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.

13.1. 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.

13.2. Equal Opportunity. In its execution of the performance of this Contract, Contractor 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. Contractor 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

13.3. Affirmative Action.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an

"affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on

Human Rights and Opportunities advising the labor union or workers' representative of Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of Contractor which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 Contractor and its Subcontractors shall comply with the specific requirements of “An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” (the “Good Jobs Ordinance”), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

- i.** “Administrator” shall be defined as it is in the Good Jobs Ordinance.
- ii.** “Apprentice” shall be defined as it is in the Good Jobs Ordinance.

- iii.** “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.
- iv.** Contractor shall be defined as it is in the Good Jobs Ordinance.
- v.** "Covered Project" shall be defined as it is in the Good Jobs Ordinance.
- vi.** "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.
- vii.** “Resident" shall be defined as it is in the Good Jobs Ordinance.
- viii.** "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include Contractor’s direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires Contractor to perform work on a Covered Project, Contractor and each Subcontractor shall have as its hiring goals:

- i.** at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii.** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii.** at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv.** a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v.** a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi.** a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii.** as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term “Good Faith Efforts” shall have the same meaning as it does in the Good Jobs Ordinance.

Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. Contractor’s and each Subcontractor’s payroll records shall

include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

- i.** issue a written notice to Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.
- ii.** if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, Contractor shall, for each failure by Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

14.2.2 If the City finds that Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that Contractor has with Subcontractors and Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. 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 Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. 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.

15.2. 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.

15.3. Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of 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.

15.4. Contractor 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. Contractor will not subcontract with any subcontractor where Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after Contractor is selected but before the Contract is executed, and **(ii)** 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

Contractor's obligations under 24 C.F.R. part 135.

15.6. 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.

15.7. 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).

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to Contractor. If this Contract is terminated by the City as provided herein, Contractor 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 Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the 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 Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Contractor for the agreed to level of the products, services and functions to be provided by Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the 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.

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

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Contractor shall

transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. Contractor shall be liable for costs incurred by the 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.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and Contractor may negotiate a mutually acceptable payment to Contractor 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 Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

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

17. Force Majeure. Contractor 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:

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

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

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

18. Subcontracting. Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the 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 Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor.

18.2. Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by Contractor or subcontractor responsible for such failure or neglect.

18.3. Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. Assignability. Contractor 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 City; provided, however, that claims for money due or to become due Contractor from the 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 City.

20. Audit. The City reserves the right to audit Contractor'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 City elects to make such an audit, Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies 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.

22. Interest of Contractor. Contractor 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. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. 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 City and Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor shall be deemed to be an employee, agent or servant of the City. Contractor 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.

25. 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.

26. 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.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by Contractor under this Contract. Such

changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts Contractor's proposal, the City shall issue a change order referencing Contractor's proposal and both parties shall sign the change order. Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change

Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and (vii) if the Change Order requires an increase in the price of the Contract, the City (1) has sufficient funds, and (2) if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and Contractor 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, as follows: (i) the City's **ITB Number 5569** and (ii) Contractor's Bid response to **ITB Number 5569**, dated March 16, 2016. Said historical documents are attached hereto as part of **Attachment A**.

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

28.2. 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.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. Contractor 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, Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and Contractor 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.

31. 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.

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

33. 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 City or Contractor, 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:

Contractor: Hertz Furniture Systems, LLC
170 Williams Drive, Suite 201
Ramsey NJ 07446

City: City of Waterbury
City Hall Building
235 Grand Street
Waterbury, CT 06702

34. 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 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:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the 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.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the 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 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 proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the 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 Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the 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 City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor 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 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.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 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.

34.7. 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 City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; 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 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. Contractor 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.

34.10 Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of 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"]].

34.11. Contractor 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.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the 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.

34.13. INTEREST OF 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 agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. Contractor 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.

- 34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor 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 City pursuant to the Act.
- 35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:
- 35.1** Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2** Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3** Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4** City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5** Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.
- 35.6** Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7** Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise Contractor to begin work on the Contract.

- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency:
Waterbury Public Schools
Chase Municipal Building
236 Grand Street, 1st Floor
Waterbury, CT 06702

[Signature page follows]

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O’Leary, Mayor

Date: _____

WITNESSES:

HERTZ FURNITURE SYSTEMS, LLC

By: _____

Its _____

Date: _____

ATTACHMENT A

- i. ITB 5569, Consisting of 70 pages excluding sample contract and contractor compliance packet
- ii. Bid Forms, including the City's Bid documents and Contractor's responses, consisting of the 70 pages in Section i above and 25 in the Contractor's response
- iii. Bid Addenda(s): #1 dated September 27, 2016, consisting of 5 pages
#2 dated September 29, 2016, consisting of 2 pages
#3 dated October 3, 2016, consisting of 1 page

ATTACHMENT A

ITB 5569, Consisting of 70 pages excluding sample contract and contractor compliance packet

The City of Waterbury
Department of Education
Invitation to Bid No. 5569
Alliance Grant Locker Replacement

THE CITY OF WATERBURY

ITB# 5569 Alliance Grant – Locker Replacement

INVITATION TO BID

Sealed Bids for **ITB# 5569 Alliance Grant – Locker Replacement** will be received by the City of Waterbury at the office of the Director of Purchasing, Room 103, City Hall Building, 235 Grand Street, Waterbury, CT 06702 until **11:00 a.m. on October 4, 2016** and at that time and place will be publicly opened and read aloud. No bids will be received after **11:00 a.m.** on the day the bids are to be opened.

The Work (or Item(s) to be procured) consist(s) of: **The removal and replacement of lockers at Wilby High School, John F. Kennedy High School, Crosby High School, North End Middle School and West Side Middle School.**

Bids must be enclosed in an opaque sealed envelope and plainly marked with the name of the Project Title **“ITB# 5569 Alliance Grant – Locker Replacement”** and shall contain the name and address of the Bidder on the envelope.

Each Bid shall be submitted in accordance with the Instructions to Bidders and be accompanied by a Bid Security in the amount of **ten (10) percent** of the Total Bid Price.

The Bidder to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than \$50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

Complete instructions for filing Bids are included in the Instructions to Bidders.

After review of the factors set forth in the Instructions to Bidders, the City reserves the right to reject any and all Bids, to make an award, or to decline to make an award.

A mandatory pre-bid conference will be held at Crosby High School at 2:00 p.m. on September 21, 2016. Attendance at the pre-bid conference by a representative of each Bidder is mandatory.

This contract is subject to state set-aside and contract compliance requirements.

State funding for this contract is anticipated to be 100% Reimbursable.

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

END OF SECTION

**The City of Waterbury
Department of Education**

**Invitation to Bid No. 5569
Alliance Grant Locker Replacement**

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THE CITY OF WATERBURY

ITB #5569 Alliance Grant – Locker Replacement

SECTION 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1. QUALIFICATIONS OF BIDDERS

- 1.1 In evaluating Bids, the City of Waterbury (“the CITY”) will consider the qualifications of only those Bidders whose Bids, among other factors, are in compliance with the requirements set forth elsewhere in the Bid Documents.

ARTICLE 2. COPIES OF BID DOCUMENTS

- 2.1 Complete sets of Bid Documents shall be used in preparing Bids; neither the CITY nor its representative assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.2 The CITY and its representative in making copies of Bid Documents available do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE

- 3.1 Before submitting a Bid, each Bidder must (a) examine the Bid Documents thoroughly, (b) familiarize itself with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (c) study and carefully correlate the Bidder's observations and findings with the requirements of the Bid Documents.
- 3.2 The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of this Article 3 and that the Bid Documents are sufficient in scope and detail to indicate and convey all terms and conditions necessary for the Bidder's proposed performance of the Work.

ARTICLE 4. INTERPRETATIONS

- 4.1 All questions about the meaning or intent of the Bid Documents must be submitted to the CITY's eProcurement website **by September 23, 2016, 2:00pm.**
- 4.2 The CITY will issue written clarifications or interpretations by Addenda online at the CITY's eProcurement website not later than **September 27, 2016, 2:00pm.** Only information issued by such City written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.
- 4.3 Each Bidder shall be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Addendum Acknowledgment Form and the Bidder shall list therein all written Addenda number(s) issued by the CITY.

ARTICLE 5. PRE-BID CONFERENCE

- 5.1 **A mandatory pre-bid conference will be held at the time and place indicated in the Invitation to Bid to discuss the requirements of the Bid Documents. Attendance at the pre-bid conference is non-mandatory by a representative of each perspective Bidder.**

ARTICLE 6. BID FORM

- 6.1 Each Bid shall be submitted on the Bid Form included in Section 00400 of the Bid Documents. The Bid Form shall be removed from the Bid Documents, filled in as required below, and submitted to the CITY. Bidders must fill in all blank spaces on the Bid Form for Bid prices, including without limitation unit prices, extended prices and total price or the Bid will not be considered and shall be void
- 6.2 Bid Forms shall be completed in ink. The Bid price of each item on the form shall be stated in words and in figures. If unit prices are required on the Bid Form, discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 6.3 All names shall be typed or printed below the signature.
- 6.4 The name and address to which communications regarding the Bid are to be directed shall be shown.
- 6.5 One (1) original, **one (1) paper copy**, as well as a copy of the original Bid in pdf format on a CD or flash drive, Each Bid shall be submitted in a sealed opaque envelope bearing on the outside the name of Bidder, its address, and the Project Title for which the Bid is submitted. Any bidder who fails to provide the required copy of the bid may be disqualified. (If forwarded by mail, Bid and sealed envelope marked as described above shall be enclosed in another envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Invitation to Bid.)

ARTICLE 7. RECEIPT OF BIDS

- 7.1 Sealed Bids for the Work of this Project will be received at the time and place indicated in the Invitation to Bid.
- 7.2 The CITY, in its sole discretion, may refuse to consider any Bid not prepared and/or not submitted in accordance with the Bid Documents.
- 7.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of Rocco Orso, Director of Purchasing, or an alternate designated by him, prior to the stated time and at the place of the Bid Opening. The CITY is not responsible for Bids delayed by mail and/or delivery services of any nature.

ARTICLE 8. MODIFICATION AND WITHDRAWAL OF BIDS

- 8.1 Bids may be modified only by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that time scheduled by the CITY for the opening of Bids.

- 8.2 A Bid may be withdrawn by the Bidder prior to the scheduled time (or authorized postponement thereof by the CITY) for the opening of Bids.
- 8.3 **Any Bid received after the time and date specified as the time for the CITY's opening of Bids shall not be considered. Once bids are opened by the CITY, no Bidder may withdraw its Bid for a period of ninety (90) days {as needed}, excluding Saturdays, Sundays and legal holidays, after the actual date of the CITY's opening of the Bids.**

ARTICLE 9. LOWEST RESPONSIBLE BIDDER

- 9.1 A contract may be awarded to the Lowest Responsible Bidder. The term "Lowest Responsible Bidder" as used herein shall mean the Bidder whose Total Bid Price is the lowest of those Bidders possessing, without limitation, the skill, ability, expertise, experience, qualifications and integrity necessary for the faithful performance of the Work, as determined by the CITY.
- 9.2 After review of these and other factors, including without limitation, responsiveness, qualifications and price, the CITY reserves the right to reject any and all Bids, to decline to make an award, to waive any and all informalities if it is in the CITY's best interest to do so. The CITY reserves the right to disregard all nonconforming, nonresponsive, conditional Bids, and Bids taking exception(s) to the Bid Documents.
- 9.3 A Bid which includes, for any Item(s), a Bid Price that is abnormally low or high may be rejected in its entirety.
- 9.4 The CITY reserves the right to reject the Bid of any Bidder that the CITY considers not to possess the qualities set forth in Article 11.1 herein.

ARTICLE 10. PURCHASE ORDER ISSUANCE/AWARD AND EXECUTION OF CONTRACT

- 10.1 If a purchase order(s) is to be issued, it will be issued within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.2 If a contract is to be awarded, the CITY will give the Lowest Responsible Bidder a Notice of Award within ninety (90) calendar days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids.
- 10.3 Subsequent to a Notice of Award, if any, to the Lowest Responsible Bidder (hereinafter "Contractor"), multiple unsigned copies of a contract and all other applicable contract documents will be made available to the Lowest Responsible Bidder for its execution. Within five (5) calendar days {as needed}, excluding Saturdays, Sundays and legal holidays, thereafter, Contractor shall sign and return all copies of the contract and all other applicable contract documents, including without limitation, all required bonds and certificates of insurance to the CITY. Thereafter, upon all required reviews, approvals, and the CITY's signature, the CITY will deliver one fully signed copy of the contract to Contractor. The CITY shall incur no obligations, contractual or otherwise, unless and until the CITY signs a contract, delivers a signed copy of the contract to the Contractor, and the CITY delivers to the Contractor the CITY's written notice to proceed.

ARTICLE 11. ACCESS TO SITE

- 11.1 Representatives of the State and any local or federal agencies having an interest in the Work shall have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 12. SALES TAX

- 12.1 The goods and services to be provided under any contract or purchase order awarded pursuant to this Invitation to Bid is exempt from the sales taxes of the State of Connecticut.

ARTICLE 13. INSURANCE

- 13.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 13 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor 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 City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.
- 13.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.
- 13.3. 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.
- 13.4. 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 Contractor:
- 13.4.1 **General Liability Insurance: \$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate Providing coverage to protect the 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.
- 13.4.2 **Automobile Liability Insurance: \$1,000,000.00** combined single limit (CSL) Providing coverage to protect the 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.

13.4.3 **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**

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

13.4.4 **Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

13.4.5 **Builder's Risk Insurance: Not Applicable**

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

- 13.6. **Cancellation:** The City of Waterbury shall receive written notice of cancellation from "CONTRACTOR" at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

- 13.7. **Certificates of Insurance:** "CONTRACTOR"'s General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and the Waterbury Board of Education, their public officials, employees, program manager, and any other person acting under, through or for them as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under "CONTRACTOR"'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. Prior to the execution of this Contract by the City, "CONTRACTOR" shall furnish to the 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 City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education, their public officials, employees, program manager, and any other person acting under, through or for them are listed as additional insured on all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. "CONTRACTOR" must supply replacement/renewal certificates at least 30 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 than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

- 13.8. No later than thirty (30) calendar days after Contractor receipt, "CONTRACTOR" shall deliver to the City a copy of "CONTRACTOR"'s insurance policies and endorsements and riders.

- 13.8. No later than thirty (30) calendar days after Contractor receipt, "CONTRACTOR" shall deliver to the City a copy of "CONTRACTOR"'s insurance policies and endorsements and riders.

ARTICLE 14. PURCHASE ORDER/CONTRACT TIME

- 14.1 BIDDER agrees and covenants that the Contract Time shall commence upon delivery of the CITY's written notice to proceed, which shall occur after contract execution by both parties.
- 14.2 BIDDER agrees and covenants that the purchase order time shall commence upon issuance and terminate on **June 1, 2017** unless the purchase order provides otherwise.

ARTICLE 15. BID DOCUMENTS.

- 15.1 Bid Documents shall be any and all sections, terms, conditions, forms, drawings, data, etc., listed in the Table of Contents of the Bid Documents.

ARTICLE 16. Federal, State and Local Employment Requirements.

- 16.1 Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), 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. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".
- 16.2 The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

END OF SECTION

THE CITY OF WATERBURY

ITB #5569 Alliance Grant – Locker Replacement

SECTION 00300

ADDENDUM ACKNOWLEDGEMENT FORM

NOTE: The Bidder is to complete, sign and date this form. The completed form shall be submitted with the BID FORM in accordance with ARTICLE 6 of the INSTRUCTIONS TO BIDDERS.

The undersigned, as Bidder's Authorized Representative, acknowledges receipt of the following Addenda and that the modifications to the Bid Documents noted therein have been considered and all costs related thereto are included in the Bid Prices:

Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____
Addendum # _____	Dated Issued _____

Business Name of Bidder: _____
(Print or Type)

By Bidder's Authorized Representative:

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____
(Print or Type)

END OF SECTION

DATE: _____
FIRM: _____
Project: Locker Replacements
ITB #5569

Complete the following Fee Schedule to determine Total Design Fees per Project for the services defined in this ITB. All services and reimbursable expenses shall be included in the amounts listed below. Respondents may attach a cover letter and any other supporting documents if they so choose. Billing rates for additional services should be attached as well.

Locker Projects										
Design Phase	Crosby High School	+	John F. Kennedy High School	+	Wilby High School	+	North End Middle School	+	West Side Middle School	= Total of Lockers
Number of Lockers	1,930	+	1,457	+	1,639	+	1,329	+	1,493	= 7,848
Removal	\$	+	\$	+	\$	+	\$	+	\$	= \$
Furnished and installed	\$	+	\$	+	\$	+	\$	+	\$	= \$
Subtotal - All Above	\$	+	\$	+	\$	+	\$	+	\$	= \$
Contingency - 10% of Subtotal	\$	+	\$	+	\$	+	\$	+	\$	= \$
Total Cost per School	\$	+	\$	+	\$	+	\$	+	\$	= \$
Price Per Individual Locker	\$		\$		\$		\$		\$	

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using the estimated quantities and unit prices (in words) shall govern in determining the TOTAL BID PRICE.

The undersigned also agrees that the quantities indicated are for Bid comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Social Security Number
or Federal Identification Number

Signature of Individual or
Corporate Name:

Corporate Officer
(if applicable)

Notice of acceptance should be mailed, telegraphed or delivered to the (undersigned Bidder at the following address):

(Name)

By: _____
(Title)

(Business Address)

(City, State, Zip Code)

Date: _____

Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

The following documents are attached to and made a condition of the Bid:

- a. Instructions to Bidders – Section 00100
- b. Addendum Acknowledgement – Section 00300
- c. Bid Form – Section 00400
- d. Technical Specifications – Section 00500

END OF SECTION

THE CITY OF WATERBURY

ITB #5569 Alliance Grant – Locker Replacement

SECTION 00500

TECHNICAL SPECIFICATIONS

SECTION 10 51 13 - METAL LOCKERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Standard metal lockers.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of metal locker.
- B. Shop Drawings: For metal lockers. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Show locker trim and accessories.
 - 2. Include locker identification system and numbering sequence.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For metal lockers, in manufacturer's standard sizes.
- E. Qualification Data: For qualified Installer.
- F. Maintenance Data: For adjusting, repairing, and replacing locker doors and latching mechanisms to include in maintenance manuals.
- G. Warranty: Sample of special warranty.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain metal locker and accessories from single source from single manufacturer.
- C. Regulatory Requirements: Provide 5 percent of each locker type to comply with accessibility requirements, comply with the 2010 ADA Standards and ICC/ANSI A117.1.
- D. Preinstallation Conference: Conduct conference at Project site.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver metal lockers until spaces to receive them are clean, dry, and ready for their installation. No large storage is available on site; deliver only the amount of lockers to be installed per each phase.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of recessed openings by field measurements before fabrication.

1.6 COORDINATION

- A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of work specified in other Sections to ensure that metal lockers can be supported and installed as indicated.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal lockers that fail in materials or workmanship, excluding finish, within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Faulty operation of latches and other door hardware.
 - 2. Damage from deliberate destruction and vandalism is excluded.
 - 3. Warranty Period for Knocked-Down Metal Lockers: Two years from date of Substantial Completion.

1.8 EXTRA MATERIALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Full-size units of the following metal locker hardware items equal to 10 percent of amount installed for each type and finish installed, but no fewer than two units:
 - a. Hooks.
 - b. Blank Number Identification Tags

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B, suitable

for exposed applications.

- B. Steel Tube: ASTM A 500, cold rolled.
- C. Fasteners: Zinc- or nickel-plated steel, slotless-type, exposed bolt heads; with self-locking nuts or lock washers for nuts on moving parts.
- D. Anchors: Material, type, and size required for secure anchorage to each substrate.
 - 1. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls, and elsewhere as indicated, for corrosion resistance.
 - 2. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

2.2 ACADEMIC LOCKERS

- A. Product: Subject to compliance with requirements, provide one of the following:
 - 1. Lyon Workspace Products; Double Tiered Heavy Duty Lockers.
 - 2. Penco Products, Inc.; Guardian Lockers.
 - 3. Republic Storage Systems Company; Heavy Duty Corridor Lockers.
- B. Size: As indicated on Drawings.
- C. Material: Cold-rolled steel sheet.
- D. Body: Assembled by riveting or bolting body components together; bolt spacing not to exceed 9" o.c. Fabricate from unperforated, cold-rolled steel sheet with thicknesses as follows:
 - 1. Tops: 24 gauge, with single bend at sides.
 - 2. Bottoms and Intermediate Dividers: Not less than 16 gauge, with single bend at sides.
 - 3. Backs and Sides: 24 gauge, with full-height, double-flanged connections.
 - 4. Shelves: 16 gauge, with double bend at front and single bend at sides and back.
- E. Frames: Channel formed; fabricated from 16 gauge, cold-rolled steel sheet; lapped and factory welded at corners; with top and bottom main frames factory welded into vertical main frames. Form continuous, integral door strike full height on vertical main frames.
 - 1. Cross Frames between Tiers: Channel formed and fabricated from same material as main frames; welded to vertical frame members.
- F. Doors: One-piece; fabricated from 16 gauge minimum, cold-rolled steel sheet; formed into channel shape with double bend at vertical edges, and with right-angle single bend at horizontal edges.
 - 1. Reinforcement: Manufacturer's standard reinforcing angles, channels, or pans for doors more than 15 inches wide; welded to inner face of doors at 6" centers.
 - 2. Door Style: Flush design without louvers or perforations, with perforations in top and bottom flanges of doors.
- G. Hinges: Welded to door and attached to door frame with not less than 2 factory-installed rivets per hinge that are completely concealed and tamper resistant when door is closed; fabricated to swing 180 degrees.

1. Knuckle Hinges: Steel, full loop, five knuckle, tight pin; minimum 2 inches high; two hinges per door. Provide not less than 3 hinges for each door more than 42 inches high.
- H. Recessed Door Handle and Latch: Stainless-steel cup with integral door pull, recessed so locking device does not protrude beyond face of door; tamper resistant decorative fastener.
 1. Multipoint Latching: Finger-lift latch control designed for use with built-in combination locks, built-in key locks, or padlocks; positive automatic and prelocking.
 - a. Latch Hooks: Equip doors 48 inches and higher with 3 latch hooks and doors less than 48 inches high with 2 latch hooks; fabricated from minimum 14 gauge steel; welded or riveted to full-height door strikes; with resilient silencer on each latch hook.
- I. Combination Padlocks: Provided by Owner.
 1. Provide handicapped accessible lock at accessible lockers.
- J. Equipment: Equip each metal locker with identification plate and the following unless otherwise indicated:
 1. Double-Tier Units: One double-prong ceiling hook and two single-prong wall hooks.
- K. Accessories:
 1. Continuous Sloping Tops: Fabricated from 16 gauge cold-rolled steel sheet.
 - a. Closures: Vertical-end type.
 - b. Sloped top corner fillers, mitered.
 - c. Provide slip joints without visible fasteners at splice locations.
 - d. Provide stiffeners for sloped tops at 24-inches o.c. maximum.
 2. Filler Panels: Fabricated from 20 gauge cold-rolled steel sheet.
 - a. Form fillers in an angle shape. Form slip joint angles with a double bend on one leg to form a pocket which provides adjustable mating with the angle filler. Attach with concealed fasteners.
- L. Finish: Baked enamel, anti-graffiti.
 1. Color: As selected by Architect from manufacturer's full range.

2.3 ACCESSORIES

- A. Handicapped Accessible Locker Accessories:
 1. Provide 5 percent of each locker type, but not less than one with accessible locker accessories, as follows:

- a. Provide not less than one shelf located no higher than 48 inches above the finished floor.
- b. Provide one shelf located at the bottom of the locker no lower than 15 inches above the finished floor.
- c. Apply a decal with the international symbol of accessibility to the face of the locker door.
- d. Provide hardware that does not require tight grasping, pinching, or twisting of the wrist, and that operates with a force of not more than 5 lb, as follows:
 - 1) Provide a battery operated one-touch button lock.
 - 2) Include a user button key that will unlock the deadbolt for 10 seconds before automatically relocking the vertical locking bar.
 - a) Include a time-set button key to allow for re-setting of time delay.
 - 3) Include a time management button key that allows access to all locks in the system.
 - 4) Include a programming button key for registering user and management button keys.
 - 5) Subject to compliance with requirements, provide "Digilock T-Series" by Digilock, in model of suitable for locker type.

2.4 FABRICATION

- A. Fabricate metal lockers square, rigid, and without warp and with metal faces flat and free of dents or distortion. Make exposed metal edges safe to touch and free of sharp edges and burrs.
 1. Form body panels, doors, shelves, and accessories from one-piece steel sheet unless otherwise indicated.
 2. Provide fasteners, filler plates, supports, clips, and closures as required for complete installation.
- B. Fabricate each metal locker with an individual door and frame; individual top, bottom, and back; and common intermediate uprights separating compartments. Factory weld frame members of each metal locker together to form a rigid, one-piece assembly.
- C. Knocked-Down Construction: Fabricate metal lockers using nuts, bolts, screws, or rivets for nominal assembly at Project site.
- D. Accessible Lockers: Fabricate as follows:
 1. Locate bottom shelf no lower than 15 inches above the floor.
 2. Where hooks, coat rods, or additional shelves are provided, locate no higher than 48 inches above the floor.
- E. Hooks: Manufacturer's standard ball-pointed type, aluminum or steel; zinc plated.
- F. Identification Plates: Manufacturer's standard, etched, embossed, or stamped aluminum plates, with numbers and letters at least 3/8 inch high.

- G. Continuous Sloping Tops: Fabricated in lengths as long as practical, without visible fasteners at splice locations; finished to match lockers.
 - 1. Sloping-top corner fillers, mitered.
- H. Filler Panels: Fabricated in an unequal leg angle shape; finished to match lockers. Provide slip-joint filler angle formed to receive filler panel.

2.5 STEEL SHEET FINISHES

- A. Factory finish steel surfaces and accessories except stainless-steel and chrome-plated surfaces.
- B. Baked-Enamel Finish: Immediately after cleaning, pretreating, and phosphatizing, apply manufacturer's standard thermosetting baked-enamel finish. Comply with paint manufacturer's written instructions for application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Demolition: Remove and dispose existing lockers in a lawful manner. Owners reserves the right to keep all lockers they deem salvageable.
- B. Examine walls, floors, and support bases, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Commencement of work indicates acceptance of substrates.

3.2 INSTALLATION

- A. General: Installation will occur only on days without school scheduled.

Waterbury Public Schools 2016 ~ 2017 School Year Calendar

July						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
22nd - New Teacher Orientation - 7hr. 23rd - New Teacher Orientation - 7hr. 24th - New Teacher Orientation - 7hr. 25th - Professional Development Day - 7hr. 26th - Professional Development Day - 7hr. 29th - First Day of School						
3 Days						

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
22nd - New Teacher Orientation - 7hr. 23rd - New Teacher Orientation - 7hr. 24th - New Teacher Orientation - 7hr. 25th - Professional Development Day - 7hr. 26th - Professional Development Day - 7hr. 29th - First Day of School						
3 Days						

September						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
5th - Labor Day - No School 14th - Open House Elem. 5-7pm - Early Dismissal 14th - Open House H.S. 7-9pm - Early Dismissal 14th - Early Dismissal - M.S. - Teacher Collab./PD 21st - Open House M.S. 5-7pm - Early Dismissal 21st - Early Dismissal - H.S. & Elem-Teacher Collab/PD						
21 Days						

October						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
7th - P.D. Day - 7hr. - No School 10th - Columbus Day - No School 31st - End of 1st MP: HS/MS/Elem						
19 Days						

November						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
8th - Election Day- No Sch- P.D. Day - 7hr. 9th - Grade Submission Ends-9AM 11th - Veteran's Day - No School 17th - Distribute 1st MP Report Cards 23rd - Early Dismissal - Thanksgiving Recess 24th & 25th - Thanksgiving Recess - No School 28th - Pre-K & Kindergarten - End of 1st MP						
18 Days						

December						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
5th - Pre-K & K - Grade Submission Ends - 9AM 7th - Parent Conference Elem. 5-7pm - Early Dismissal 7th - Parent Conference H.S. 7-9pm - Early Dismissal 7th - Early Dismissal - M.S. - Teacher Collab./PD 12th - Pre-K & K -Distribute 1st MP Report Cards 14th - Parent Conference M.S. 5-7pm - Early Dismissal 14th - Early Dismissal - H.S. & Elem-Teacher Collab/PD 26th-30th - Winter Recess - No School						
17 Days						

January						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
2nd - New Year's Day Observed - No School 3rd - School Resumes 6th - Three King's Day - No School 16th - Martin Luther King Jr.'s Day - No School 12th-18th-Mid Term Exams- Early Dism HS Only 18th - Early Dismissal - Teacher Collaboration/PD 18th - End of 2nd MP: HS/MS/Elem 25th - Grade Submission Ends-9AM						
19 Days						

February						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
1st - Distribute 2nd MP Report Cards 15th - Early Dismissal - Teacher Collaboration/PD 20th - President's Day - No School 21st - Lincoln's Day (Observed) - No School						
18 Days						

March						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
6th - Pre-K & Kindergarten - End of 2nd MP 14th - Pre-K & Kindergarten - Grade Submission Ends-9AM 21st - Distribute 3rd MP Report Cards 22nd - Pre-K & Kindergarten-Distribute 2nd MP Report Cards 23rd - End of 3rd MP: HS/MS/Elem 29th - Early Dismissal - Teacher Collaboration/PD 30th - Grade Submission Ends-9AM						
23 Days						

April						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
6th - Distribute 3rd MP Report Cards 10th-14th - Spring Recess - No School 19th - Parent Conference Elem. 5-7pm - Early Dismissal 19th - Parent Conference H.S. 7-9pm - Early Dismissal 19th - Early Dismissal - M.S. - Teacher Collab./PD 26th - Parent Conference M.S. 5-7pm - Early Dismissal 26th - Early Dismissal - H.S. & Elem-Teacher Collab/PD						
15 Days						

May						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
1st-12th - AP Exams 17th - Early Dismissal - Teacher Collaboration/PD 29th - Memorial Day - No School						
22 Days						

June						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
** Pre-K - 8th-Grades due 5 days before last day ** Pre-K - 8th-Distribute Report Cards on last day ** H.S. Grade submission ends on last day Last Day of School shall be Early Dismissal 2nd-8th- Final Exams- Early Dismissal HS Only 9th - Last Day of School - Depending on Weather						
7 Days						

Full Day Professional Development Day *Prepared by the Computer Technology Center*						
---------------------------------------------------------------------------------------	--	--	--	--	--	--

School Closed School Day						
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Early Dismissal Professional Development Day Approved by the BOE on 01/21/16- Revised 5/9/2016						
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- B. Install level, plumb, and true; shim as required, using concealed shims.
 - 1. Anchor locker runs at ends and at intervals recommended by manufacturer, but not more than 36 inches on center. Using concealed fasteners, install anchors through backup reinforcing plates, channels, or blocking as required to prevent metal distortion.
 - 2. Anchor single rows of metal lockers to walls near top of lockers and to floor.
- C. Knocked-Down Metal Lockers: Assemble with standard fasteners, with no exposed fasteners on door faces or face frames.
- D. Equipment and Accessories: Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.
 - 1. Attach hooks with at least two fasteners.
 - 2. Attach door locks on doors using security-type fasteners.
 - 3. Identification Plates: Identify metal lockers with identification indicated on Shop Drawings.
 - a. Attach plates to each locker door, near top, centered, with at least two aluminum rivets.
 - 4. Attach filler panels with concealed fasteners. Locate filler panels where indicated on Shop Drawings.
 - 5. Attach sloping-top units to metal lockers, with closures at exposed ends.

3.3 ADJUSTING, CLEANING, AND PROTECTION

- A. Clean, lubricate, and adjust hardware. Adjust doors and latches to operate easily without binding.
- B. Protect metal lockers from damage, abuse, dust, dirt, stain, or paint. Do not permit use during construction.
- C. Touch up marred finishes, or replace metal lockers that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by locker manufacturer.

END OF SECTION 10 51 13

Alliance Grant Locker Replacement Project

Crosby High School

Lower Level		Main Level		Upper Level	
Area	Lockers	Area	Lockers	Area	Lockers
A	40	A	32	A	22
B	34	B	12	B	14
C	42	C	22	C	22
D	134	D	22	D	22
E	34	E	22	E	22
F	34	F	22	F	14
G	34	G	12	G	22
H	34	H	25	H	22
I	34	I	22	I	22
		J	12	J	22
		K	22	K	54
		L	22	L	54
		M	9	M	54
		N	30	N	54
		O	30	O	22
		P	6	P	22
		Q	6	Q	22
		R	8	R	22
		S	8	S	12
		T	6	T	32
		U	6	U	34
		V	30	V	22
		W	30	W	14
		X	9	X	22
		Y	9	Y	22
		Z	22	Z	14
		AA	22	AA	34
		BB	22	BB	34
		CC	22	CC	22
		DD	14	DD	22
		EE	14		
		FF	22		
		GG	22		
		HH	22		
		II	14		
		JJ	22		
		KK	22		
		LL	22		
		MM	22		
Total:	420	Total:	718	Total:	792
			6988.80		6412.80

Lockers		Inches	
Lower Level	420	420	3321.60
Main Level	718	718	6988.80
Upper Level	792	792	6412.80
Total	1930	1930	16723.20

Sloped

223

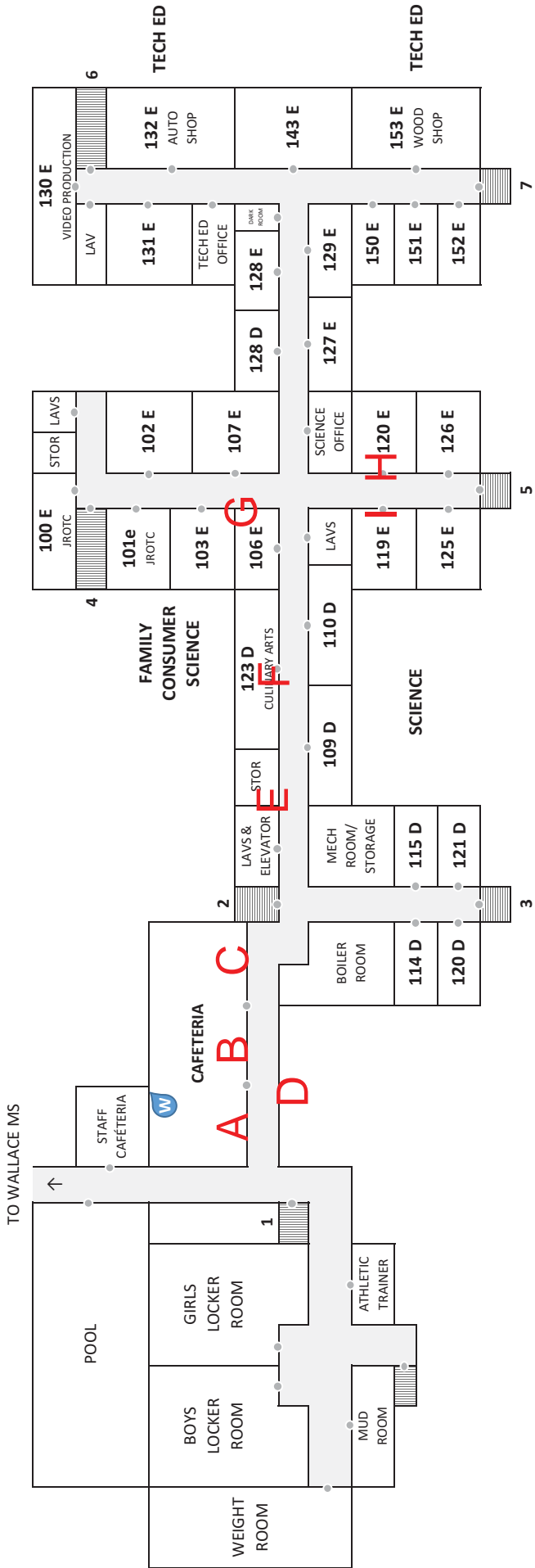
Notes:

Blue Lockers

Second Floor, Areas B, X and II have 8 block high lockers versus the 9.5

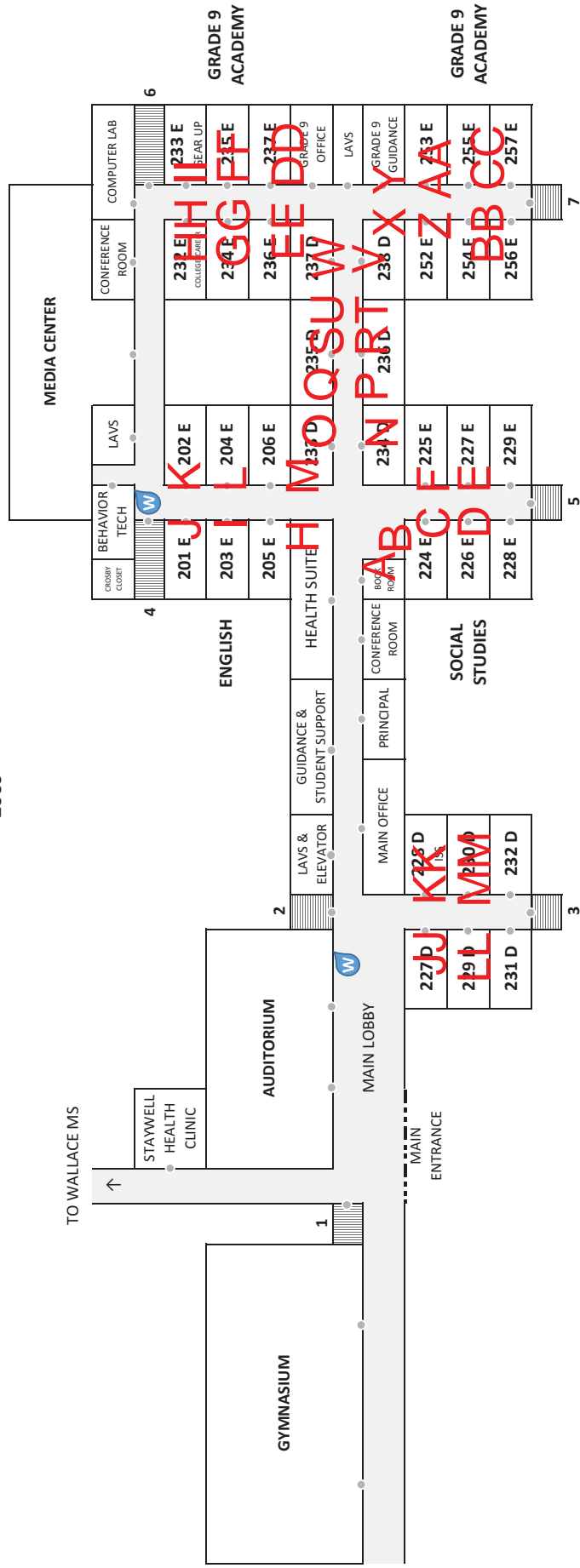
Crosby High School

LOWER LEVEL 100s



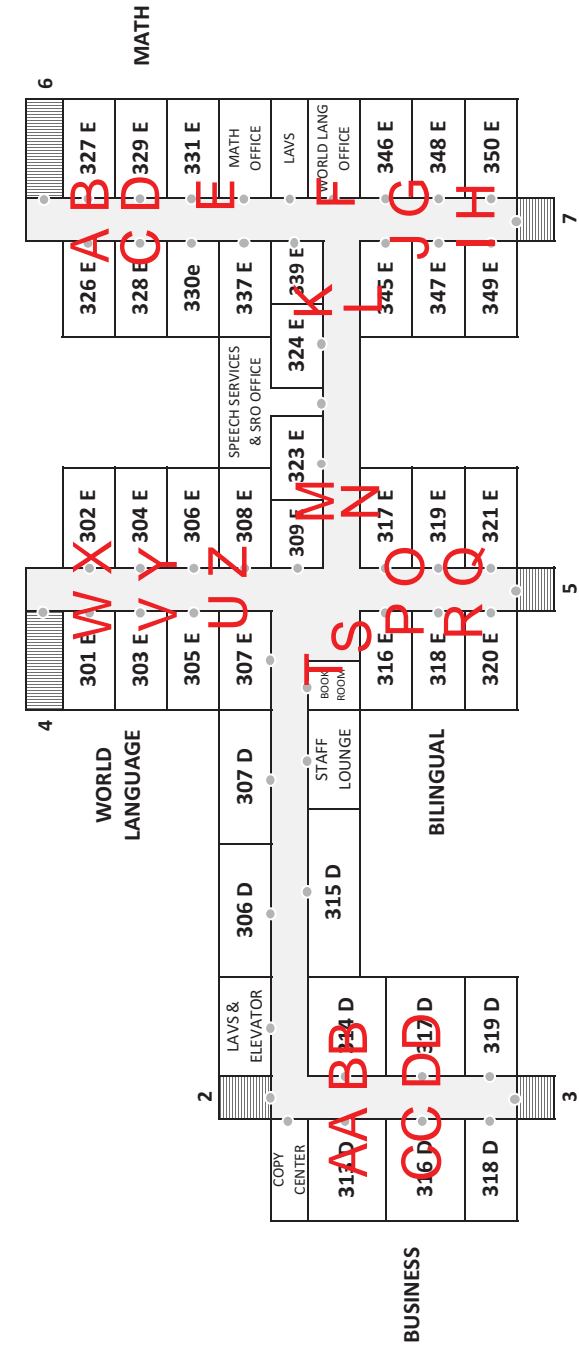
Crosby High School

MAIN LEVEL 200s



Crosby High School

UPPER LEVEL
300s



Kennedy High School

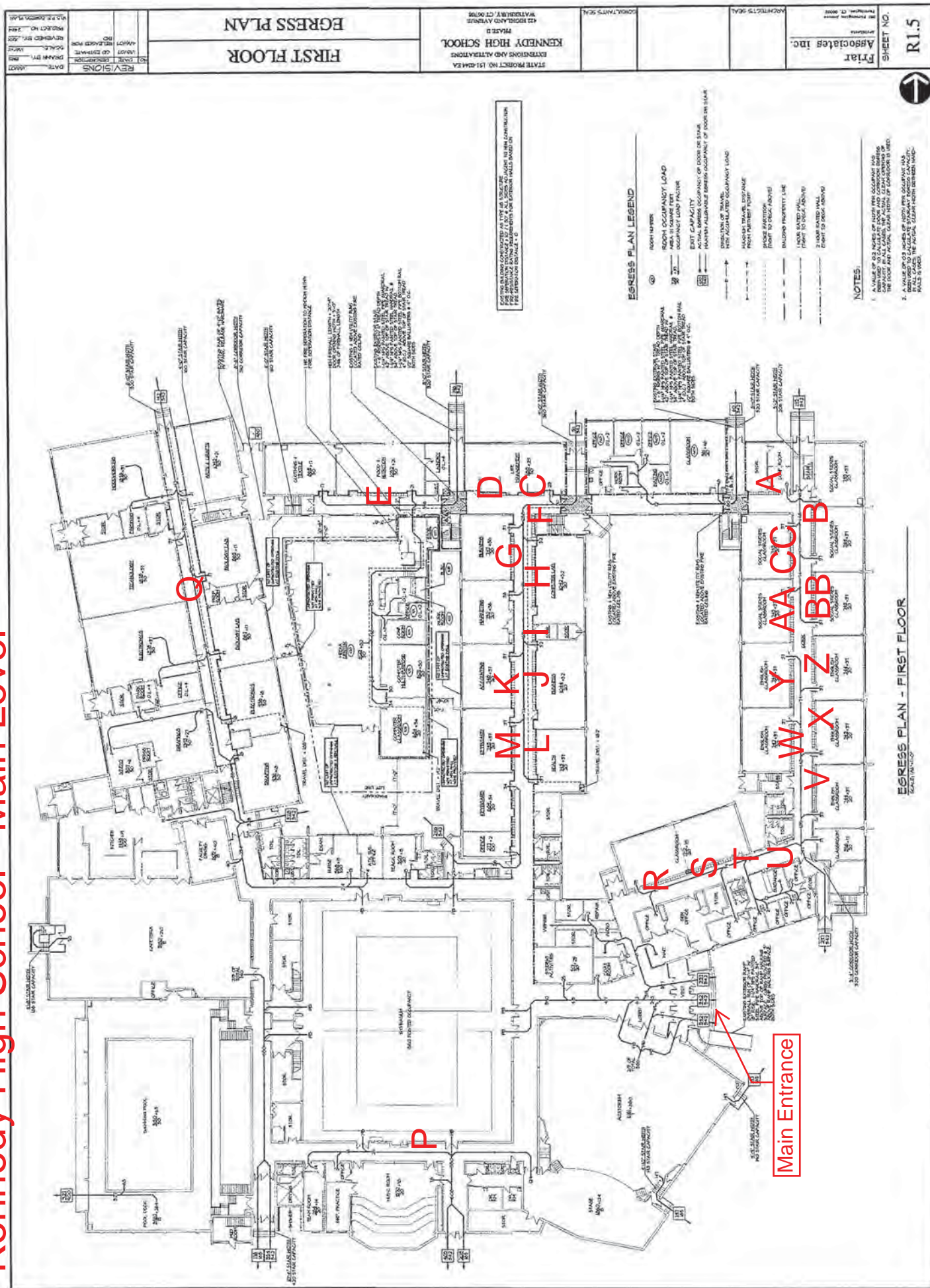
First Floor			Second Floor		
Area	Lockers	Width	Area	Lockers	Width
A	18	222	A	19	180
B	30	258	B	11	108
C	14	120	C	23	216
D	12	108	D	28	264
E	31	288	E	28	261.6
F	13	108	F	28	261.6
G	28	258	G	23	210
H	39	360	H	30	282
I	5	48	I	43	396
J	36	358.8	J	28	258
K	30	277.2	K	28	261.6
L	30	288	L	13	123.6
M	28	258	M	23	207.6
N	28	258	N	30	278.4
O	5	48	O	11	108
P	24	144	P	28	
Q	60	480	Q	30	375.6
R	26	252	R	23	285.6
S	10	102	S	30	372
T	10	102	T	28	348
U	23	216	U	30	373.2
V	28	258	V	21	265.2
W	29	264	W	30	369.6
X	30	396	X	28	348
Y	30	300	Y	28	259.2
Z	28	258	Z	10	385.2
AA	30	366	AA	16	162
BB	30	366	BB	24	230.1
CC	30	366	CC	30	275.1
Total:	735	7128.00	Total:	722	7465.2

First Floor	Lockers	Inches
Second Floor	722	7465.2
Total	1457	14593.2

Sloped 30

Notes: Blue Lockers
First Floor, Area P are Two Tiered, flat top, free standing unsloped lockers (Reference Picture)
First Floor, Area Q are sloped lockers

Kennedy High School - Main Level



Kennedy High School - Upper Level



GRESS PLAN - FIRST FLOOR

SHEET NO.		R16	
PRIAR ASSOCIATES inc. ATTENTION: 800 KENNEDY AVENUE WATERBURY, CT 06795 Phone: (203) 755-2000		KENNEDY HIGH SCHOOL PHASE II 425 KENNEDY AVENUE WATERBURY, CT 06795	
ARCHITECT'S SEAL		CONSULTANT'S SEAL	
PROJECT NO. _____ DATE _____ REVISED BY _____ SCALE _____ DRAWN BY _____		PROJECT NO. _____ DATE _____ REVISED BY _____ SCALE _____ DRAWN BY _____	
SECOND FLOOR		EGRESS PLAN	

Wilby High School

Lower Level			Main Level			Upper Level		
Area	Lockers	Width	Area	Lockers	Width	Area	Lockers	Width
A	22	168.00	A	53	486.00	A	13	195.60
B	22	264.00	B	23	210.00	B	21	302.40
C	24	180.00	C	23	210.00	C	23	210.00
			D	23	210.00	D	23	210.00
			E	23	210.00	E	20	183.60
			F	40	330.00	F	20	183.60
			G	13	210.00	G	22	199.20
			H	23	210.00	H	23	210.00
			I	23	210.00	I	23	210.00
			J	20	213.60	J	23	210.00
			K	23	210.00	K	23	210.00
			L	23	210.00	L	23	210.00
			M	23	210.00	M	23	210.00
			N	23	210.00	N	23	210.00
			O	23	210.00	O	23	210.00
			P	20	186.00	P	21	183.60
			Q	23	210.00	Q	23	210.00
			R	23	210.00	R	23	210.00
			S	23	210.00	S	23	210.00
			T	66	600.00	T	21	183.60
			U	25	213.60	U	32	292.80
			V	25	213.60	V	23	183.60
			W	23	210.00	W	32	292.80
			X	23	210.00	X	20	184.80
			Y	23	300.00	Y	20	184.80
			Z	23	210.00	Z	32	292.80
			AA	46	423.60	AA	23	210.00
			BB	14	126.00	BB	23	210.00
			CC	52	459.60	CC	32	292.80
			DD	46	432.00	DD	23	210.00
			EE	40	360.00			
Total:	68	612.00	Total:	874	8124.00	Total:	697	6516.00

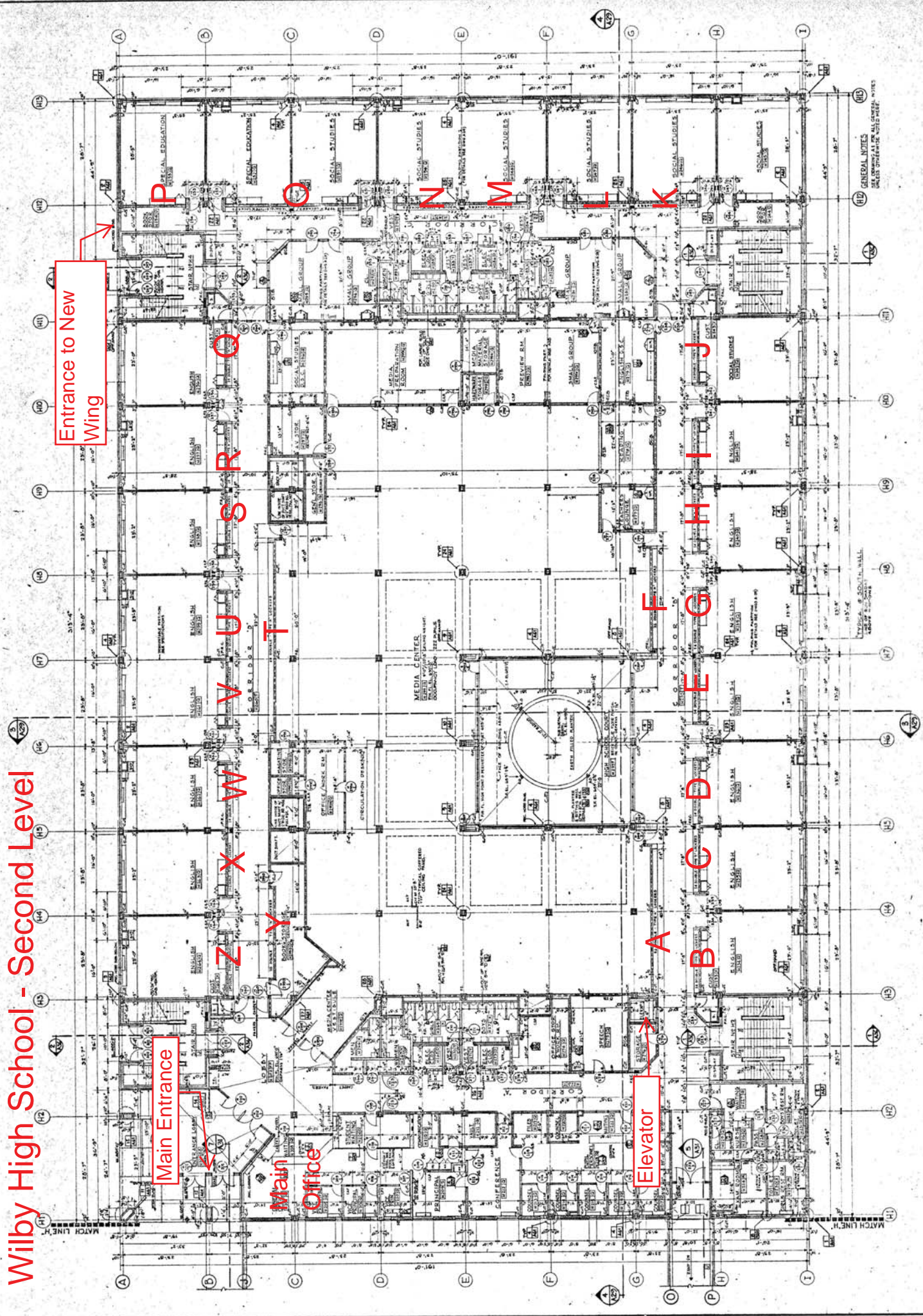
Lower Level	Locker	Inches
Second Level		68
Third Level		874
		697
Total		15252.00

Sloped: 198
Unsloped: 1441

Notes: Second Level, AA-EE are in new addition wing not shown on drawings

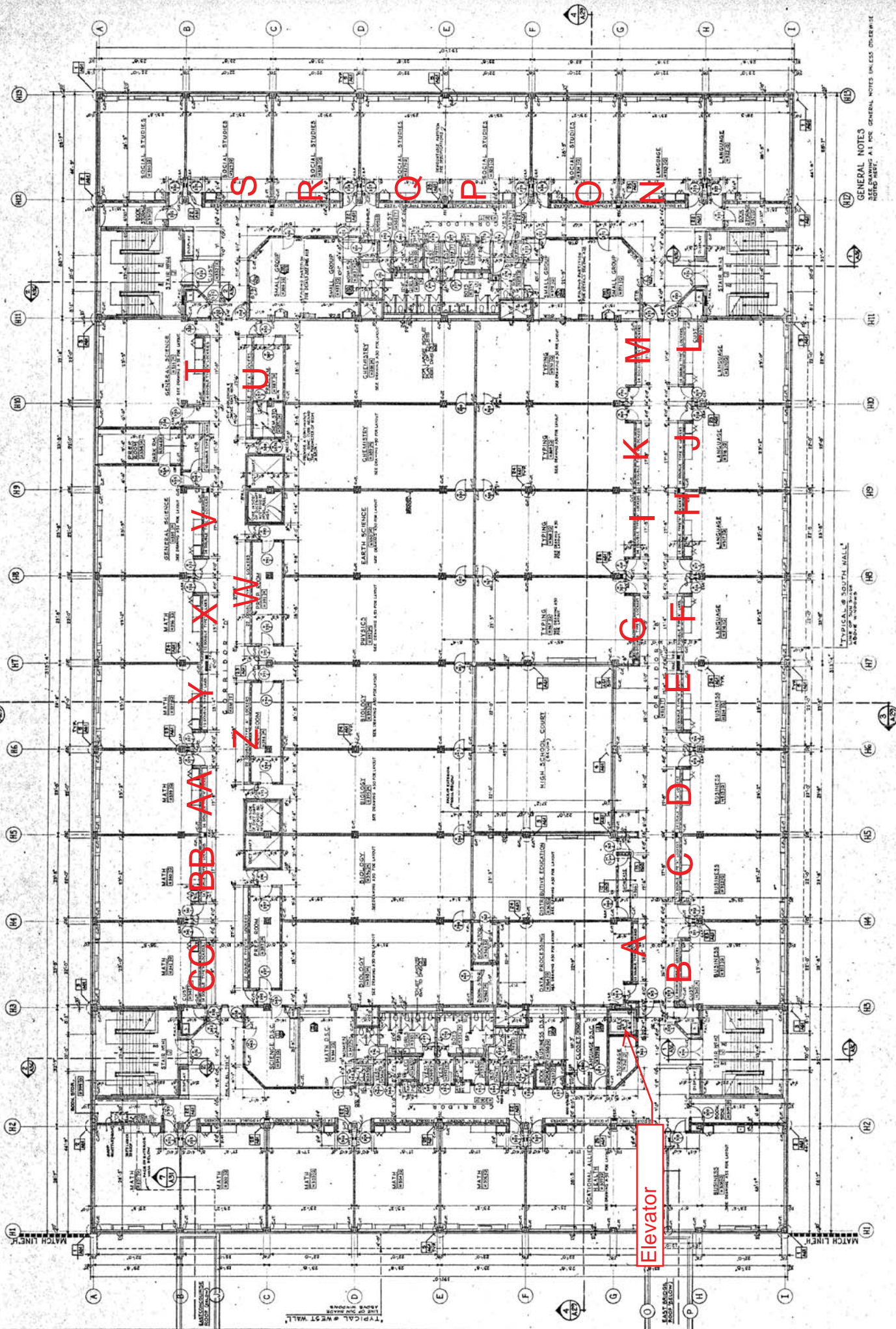


Wilby High School - Second Level



<p>DATE: 10/1/78</p> <p>DESIGN DEVELOPMENT: M. L. STEIN</p> <p>OWNER: FINE, STEIN & ASSOCIATES</p> <p>DESIGNER: M. L. STEIN</p>	<p>ARCHITECTS:</p> <p>JOSEPH R. STEIN & ASSOCIATES</p> <p>JOSEPH R. STEIN</p> <p>100 BAYVIEW STREET</p>	<p>LANDSCAPE ARCHITECT:</p> <p>JOSEPH R. STEIN & ASSOCIATES</p> <p>100 BAYVIEW STREET</p>	<p>INTERIOR DESIGN:</p> <p>JOSEPH R. STEIN & ASSOCIATES</p> <p>100 BAYVIEW STREET</p>	<p>MECHANICAL:</p> <p>JOSEPH R. STEIN & ASSOCIATES</p> <p>100 BAYVIEW STREET</p>	<p>STRUCTURAL:</p> <p>JOSEPH R. STEIN & ASSOCIATES</p> <p>100 BAYVIEW STREET</p>	<p>GENERAL NOTES:</p> <p>ALL GENERAL NOTES</p> <p>SEE SHEET 2000-1000</p>	<p>SECOND LEVEL FLOOR</p> <p>PLAN - HIGH SCHOOL</p> <p>7001</p>	<p>A-2</p>
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Wilby High School - Third Level



DATE: 10/1/78
DESIGNED BY: J. E. HARRIS
CHECKED BY: J. E. HARRIS
SCALE: 1/8" = 1'-0"

REVISIONS:
1. REVISED FOR FINAL REVIEW
2. REVISED FOR FINAL REVIEW
3. REVISED FOR FINAL REVIEW

GENERAL NOTES:
SEE DRAWING A-1 FOR GENERAL NOTES UNLESS OTHERWISE NOTED.

THIRD LEVEL FLOOR
PLAN - HIGH SCHOOL

ARCHITECTS:
LOUIS R. HARRIS & ASSOCIATES
JOSEPH STEIN & ASSOCIATES
48 SAVANNAH STREET
WATERBURY, CONNECTICUT 06704

LANDSCAPE ARCHITECTS:
J. E. HARRIS & ASSOCIATES
J. E. HARRIS & ASSOCIATES
48 SAVANNAH STREET
WATERBURY, CONNECTICUT 06704

MECHANICAL:
J. E. HARRIS & ASSOCIATES
J. E. HARRIS & ASSOCIATES
48 SAVANNAH STREET
WATERBURY, CONNECTICUT 06704

PROJECT NO. 78-01
SHEET NO. 10
TOTAL SHEETS 10

DATE: 10/1/78
DESIGNED BY: J. E. HARRIS
CHECKED BY: J. E. HARRIS
SCALE: 1/8" = 1'-0"

THIRD LEVEL FLOOR
PLAN - HIGH SCHOOL

ARCHITECTS:
LOUIS R. HARRIS & ASSOCIATES
JOSEPH STEIN & ASSOCIATES
48 SAVANNAH STREET
WATERBURY, CONNECTICUT 06704

LANDSCAPE ARCHITECTS:
J. E. HARRIS & ASSOCIATES
J. E. HARRIS & ASSOCIATES
48 SAVANNAH STREET
WATERBURY, CONNECTICUT 06704

MECHANICAL:
J. E. HARRIS & ASSOCIATES
J. E. HARRIS & ASSOCIATES
48 SAVANNAH STREET
WATERBURY, CONNECTICUT 06704

PROJECT NO. 78-01
SHEET NO. 10
TOTAL SHEETS 10

DATE: 10/1/78
DESIGNED BY: J. E. HARRIS
CHECKED BY: J. E. HARRIS
SCALE: 1/8" = 1'-0"

REVISIONS:
1. REVISED FOR FINAL REVIEW
2. REVISED FOR FINAL REVIEW
3. REVISED FOR FINAL REVIEW

GENERAL NOTES:
SEE DRAWING A-1 FOR GENERAL NOTES UNLESS OTHERWISE NOTED.

THIRD LEVEL FLOOR
PLAN - HIGH SCHOOL

ARCHITECTS:
LOUIS R. HARRIS & ASSOCIATES
JOSEPH STEIN & ASSOCIATES
48 SAVANNAH STREET
WATERBURY, CONNECTICUT 06704

LANDSCAPE ARCHITECTS:
J. E. HARRIS & ASSOCIATES
J. E. HARRIS & ASSOCIATES
48 SAVANNAH STREET
WATERBURY, CONNECTICUT 06704

MECHANICAL:
J. E. HARRIS & ASSOCIATES
J. E. HARRIS & ASSOCIATES
48 SAVANNAH STREET
WATERBURY, CONNECTICUT 06704

PROJECT NO. 78-01
SHEET NO. 10
TOTAL SHEETS 10

DATE: 10/1/78
DESIGNED BY: J. E. HARRIS
CHECKED BY: J. E. HARRIS
SCALE: 1/8" = 1'-0"

REVISIONS:
1. REVISED FOR FINAL REVIEW
2. REVISED FOR FINAL REVIEW
3. REVISED FOR FINAL REVIEW

GENERAL NOTES:
SEE DRAWING A-1 FOR GENERAL NOTES UNLESS OTHERWISE NOTED.

THIRD LEVEL FLOOR
PLAN - HIGH SCHOOL

North End Middle School

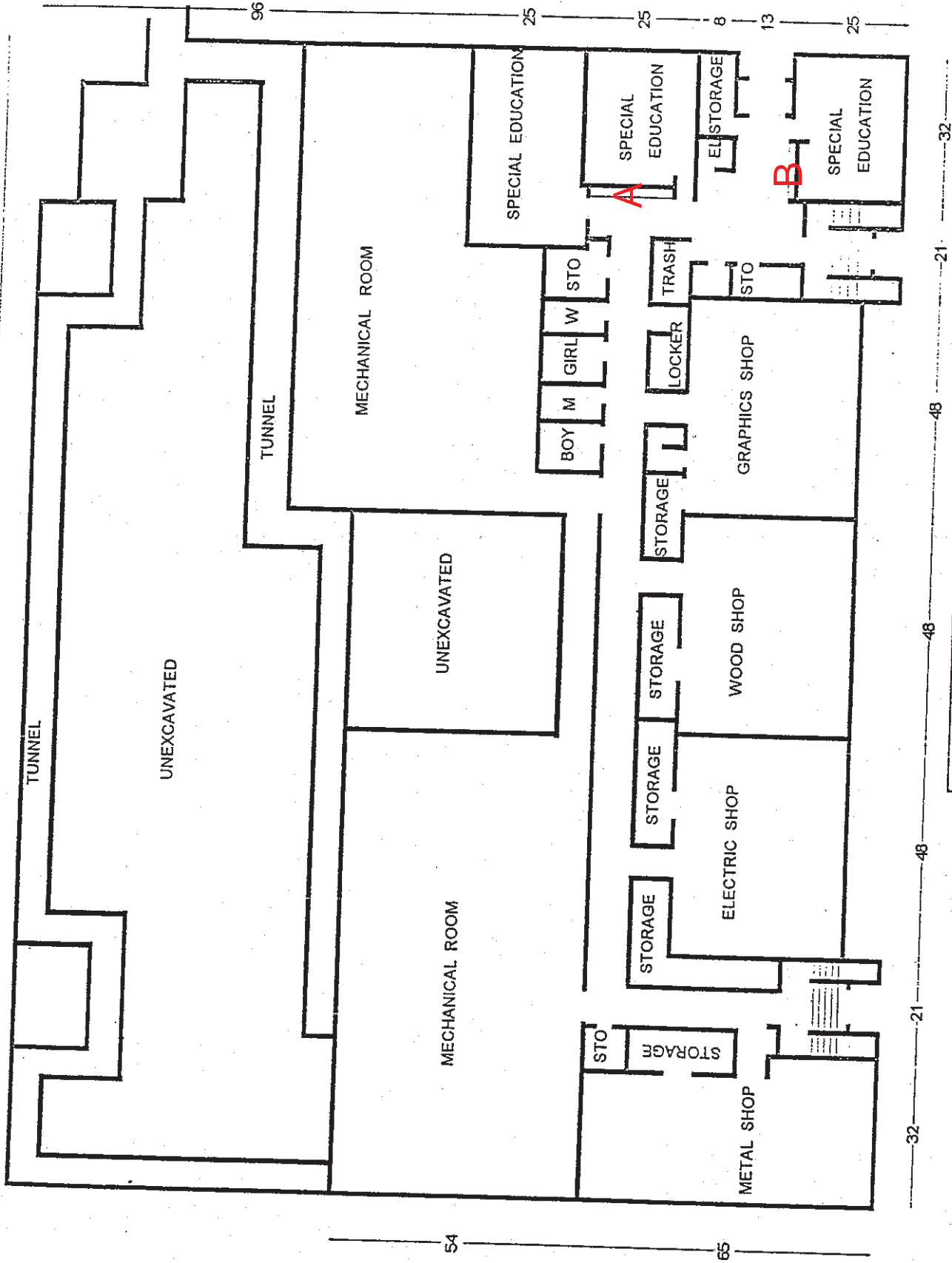
Lower Level			Main Level			Upper Level		
Area	Lockers	Width	Area	Lockers	Width	Area	Lockers	Width
A	25	194.4	A	28	216	A	28	210
B	22	8 Ceiling tile	B	28	210	B	28	211.2
			C	28	210	C	28	210
			D	28	213.6	D	28	210
			E	28	204	E	28	213.6
			F	14	210	F	32	240
			G	14	210	G	58	438
			H	14	216	H	28	210
			I	49	738	I	28	211.2
			J	14	210	J	28	211.2
			K	14	210	K	28	211.2
			L	6	90	L	28	210
			M	16	252	M	28	210
			N	12	186	N	50	380.4
			O	11	162	O	10	78
			P	16	252	P	28	211.2
			Q	13	192	Q	20	153.6
			R	11	162	R	28	210
			S	16	252	S	28	210
			T	6	96	T	28	210
			U	24	360	U	28	210
						V	28	210
						W	28	210
						X	28	210
						Y	28	216
						Z	28	210
						AA	50	375.6
						BB	28	210
						CC	28	210
						DD	28	210
Total:	47	194.4	Total:	390	4851.6	Total:	892	6721.2

Notes: Second floor has new two tiered lockers in:

	Lockers	Inches
First Floor	47	194.4
Second Floor	390	4851.6
Third Floor	892	6721.2
Total	1329	11767.2

North End Middle School - Lower Level

251



NORTH END M. S.

1 ST FLOOR

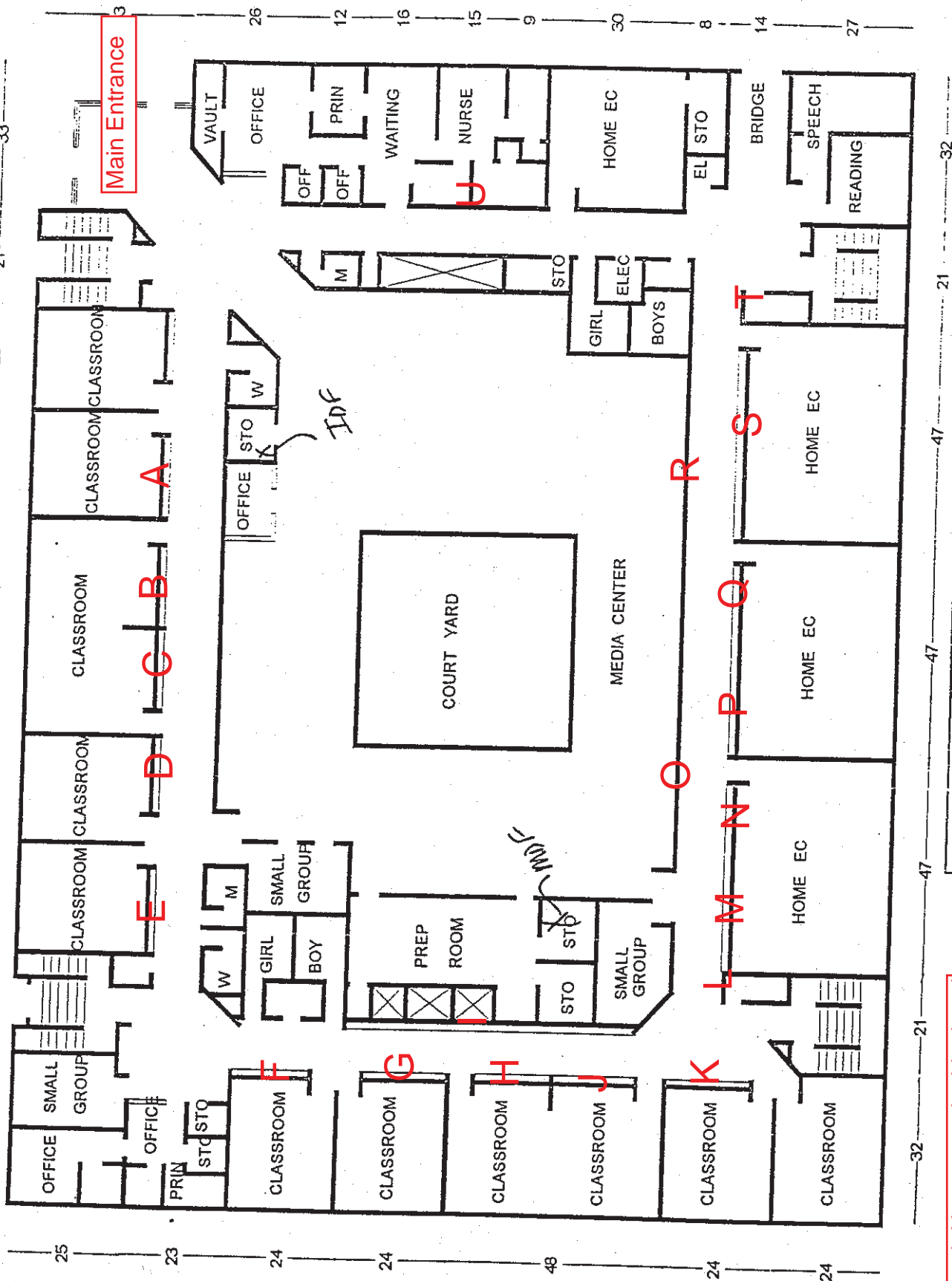
568 BUCKS HILL RD

WATERBURY, CT

DRAWN BY RUSSELL HARLOW

AREA 27,963 SQ FT

North End Middle School - Main Level



Areas E through U are new double tiered

NORTH END M. S.

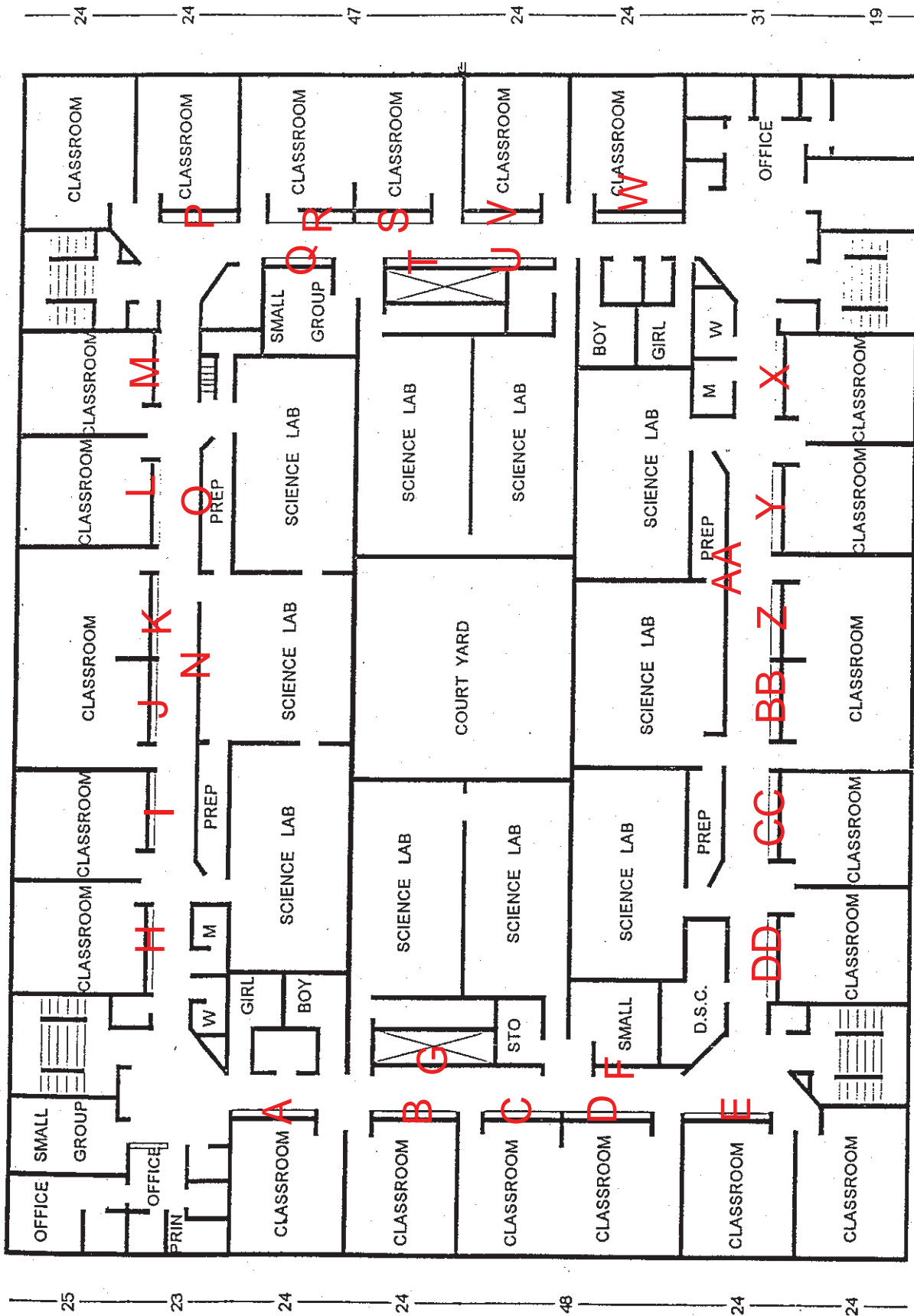
2 ND FLOOR

568 BUCKS HILL RD

WATERBURY, CT
DRAWN BY RUSSELL HARLOW

AREA 47,613 SQ FT

North End Middle School - Upper Level



NORTH END M. S.
3 RD FLOOR
568 BUCKS HILL RD
WATERBURY, CT
DRAWN BY RUSSELL HARLOW

AREA 47,650 SQ FT

West Side Middle School

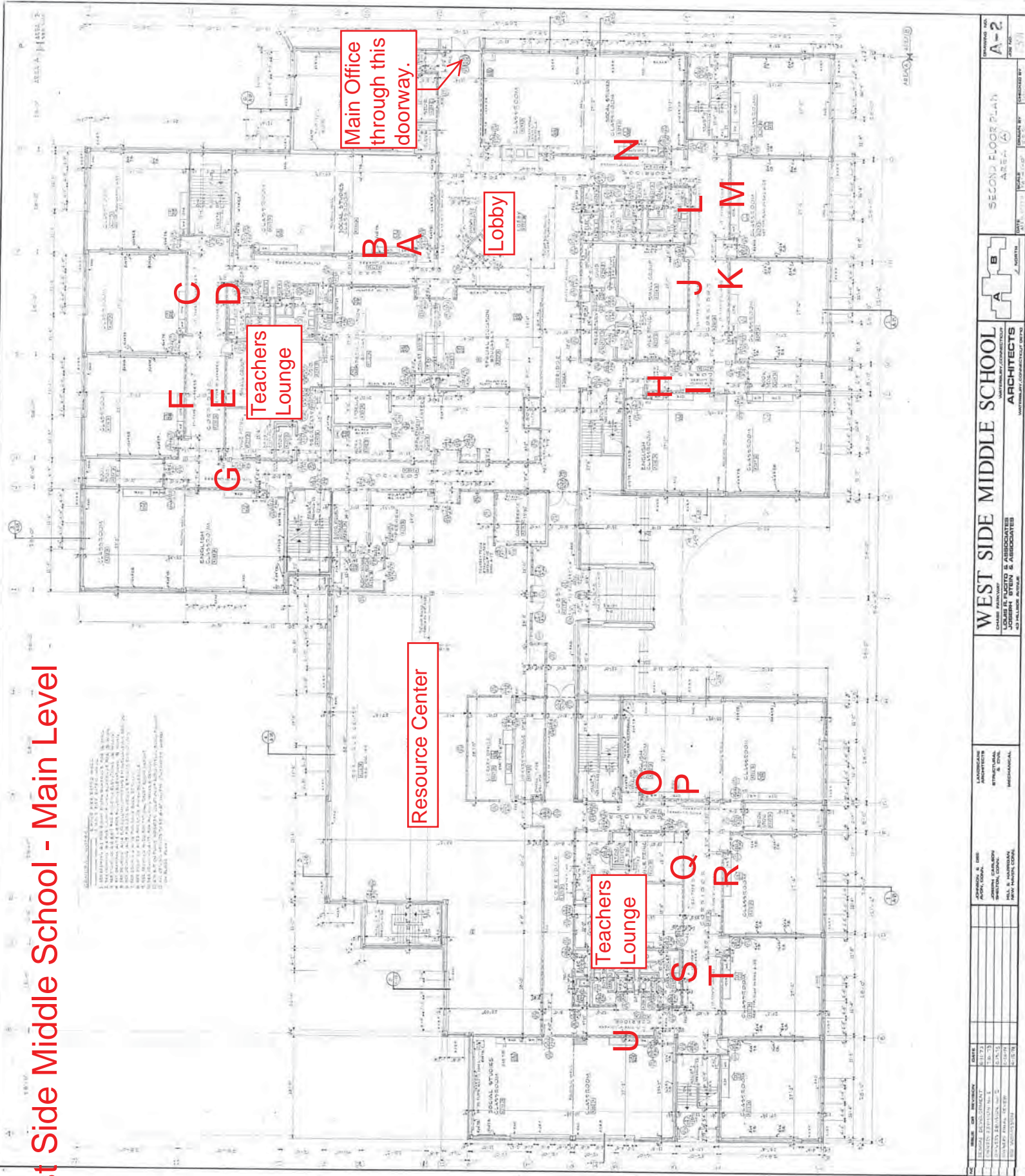
Main Level			Upper Level		
Area	Lockers	Width	Area	Lockers	Width
A	34	252.00	A	34	330.00
B	36	258.00	B	34	330.00
C	34	264.00	C	26	198.00
D	24	177.60	D	9	66.00
E	44	333.60	E	16	120.00
F	34	258.00	F	28	222.00
G	34	253.20	G	26	180.00
*H	14	114.00	H	15	117.60
I	16	122.00	I	17	122.00
J	44	330.00	J	34	252.00
K	34	330.00	K	34	264.00
L	24	192.00	L	26	198.00
M	34	258.00	M	36	270.00
N	34	258.00	N	18	138.00
*O	14	86.40	O	42	324.00
*P	16	129.60	P	34	264.00
Q	44	330.00	Q	34	330.00
R	34	330.00	R	34	330.00
S	24	186.00	S	34	330.00
T	36	264.00	T	34	330.00
U	34	330.00	U	10	66.00
			V	20	153.60
			W	29	216.00
			X	24	174.00
			Y	14	110.40
			Z	17	126.00
			AA	34	255.60
			BB	34	255.60
			CC	34	255.60
			DD	18	138.00
			EE	8	60.00
			FF	44	333.60
Total:	642	5056.40	Total:	851	6860.00

Lockers		Inches	
Second Floor Level	642	5056.40	
Third Floor Level	851	6860.00	
Total	1493	11916.40	

All lockers are sloped

Notes: Multi color lockers in different areas to match floor tiles.

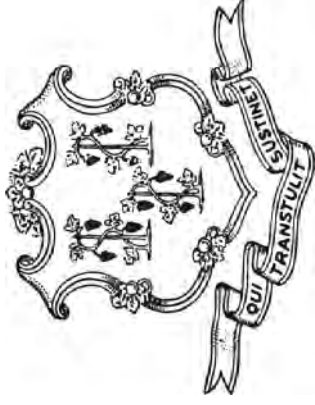
West Side Middle School - Main Level



DATE: 11/17/11		DRAWN BY: J. H. HARRIS		CHECKED BY: J. H. HARRIS		SCALE: 1/8" = 1'-0"		SHEET: 1 OF 1		PROJECT: WEST SIDE MIDDLE SCHOOL		ARCHITECT: LOUIS H. HARRIS & ASSOCIATES		SECOND FLOOR PLAN		AREA: A-2	
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$$\frac{\Delta G^\circ_A}{RT} = \ln \frac{A_{\text{area}}}{A_{\text{area}}^0}$$
[illegible]

	Actual	Quoted	Sloped
Wilby High School	1639	1638	198
North End Middle School	1329	1070	0
Crosby	1930	1900	223
Kennedy High School	1457	1450	30
West Side Middle School	1493	1590	1493
Total Lockers	7848	7648	1944



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And Westend, Northendmiddle Schools

**Minimum Rates and Classifications
for Building Construction**

ID# : B 22602

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Waterbury

State#:

FAP#:

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And Westend, Northendmiddle Schools

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	35.75	28.82
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

As of: Monday, August 29, 2016

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And
Westend, Northendmiddle Schools

2) Boilermaker	35.24	25.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	29.16 + a
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3b) Tile Setter	34.30	24.15
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.43	20.59
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3e) Plasterer	33.48	29.16
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As of: **Monday, August 29, 2016**

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And
Westend, Northendmiddle Schools

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	28.55	18.90
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.80	18.90
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.05	18.90
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	28.80	18.90
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.30	18.90

As of: **Monday, August 29, 2016**

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And Westend, Northendmiddle Schools

4e) Group 6: Blasters, nuclear and toxic waste removal.	31.55	18.90
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4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	29.55	18.90
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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	18.90
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4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	18.90
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4i) Group 10: Traffic Control Signalman	16.00	18.90
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5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	32.00	24.42
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As of: **Monday, August 29, 2016**

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And
Westend, Northendmiddle Schools

5a) Millwrights	32.47	24.84
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.02	23.75+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	49.00	29.985+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.99	6.25%+11.81
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Linemen/Cable Splicer	45.43	6.25%+20.70
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As of: Monday, August 29, 2016

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And Westend, Northendmiddle Schools

8) Glazier (Trade License required: FG-1,2)	35.58	20.15 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	35.22	31.99 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	38.55	23.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	38.23	23.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	37.49	23.55 + a
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As of: **Monday, August 29, 2016**

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And Westend, Northendmiddle Schools

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	37.10	23.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	36.51	23.55 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	36.51	23.55 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	36.20	23.55 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	35.86	23.55 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	35.46	23.55 + a
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Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And Westend, Northendmiddle Schools

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	35.03	23.55 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	32.99	23.55 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	32.99	23.55 + a
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Group 12: Wellpoint operator.	32.93	23.55 + a
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Group 13: Compressor battery operator.	32.35	23.55 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	31.21	23.55 + a
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As of: **Monday, August 29, 2016**

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And
Westend, Northendmiddle Schools

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	30.80	23.55 + a
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Group 16: Maintenance Engineer/Oiler.	30.15	23.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	34.46	23.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	32.04	23.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	32.02	20.15
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As of: **Monday, August 29, 2016**

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And
Westend, Northendmiddle Schools

10b) Taping Only/Drywall Finishing	32.77	20.15
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10c) Paperhanger and Red Label	32.52	20.15
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10e) Blast and Spray	35.02	20.15
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	40.62	29.71
------------------------------------------------------------------------------------------------------------	-------	-------

12) Well Digger, Pile Testing Machine	33.01	19.40 + a
---------------------------------------	-------	-----------

Roofer: Cole Tar Pitch	40.00	15.00 + a
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As of: Monday, August 29, 2016

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And
Westend, Northendmiddle Schools

Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	38.50	15.00 + a
----------------------------------------------------------------------------------	-------	-----------

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	36.00	34.51
--------------------------------------------------------------------------------------------------------	-------	-------

16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	40.62	29.71
---------------------------------------------------------------------------------------------------------------------------------	-------	-------

-----TRUCK DRIVERS-----

17a) 2 Axle	28.83	21.39 + a
-------------	-------	-----------

17b) 3 Axle, 2 Axle Ready Mix	28.93	21.39 + a
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As of: Monday, August 29, 2016

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And
Westend, Northendmiddle Schools

17c) 3 Axle Ready Mix	28.98	21.39 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.03	21.39 + a
-----------------------------------------------	-------	-----------

17e) 4 Axle Ready Mix	29.08	21.39 + a
-----------------------	-------	-----------

17f) Heavy Duty Trailer (40 Tons and Over)	29.28	21.39 + a
--------------------------------------------	-------	-----------

17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.08	21.39 + a
-----------------------------------------------------------------------------------------------------------------------------------	-------	-----------

18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	41.37	20.77 + a
----------------------------------------------------------	-------	-----------

As of: **Monday, August 29, 2016**

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And
Westend, Northendmiddle Schools

19) Theatrical Stage Journeyman	25.76	7.34
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Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And Westend, Northendmiddle Schools

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$3.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Monday, August 29, 2016

Project: Alliance Grant Locker Replacement At Crosby, Wilby, Kennedy High Schools And Westend, Northendmiddle Schools

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Monday, August 29, 2016

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

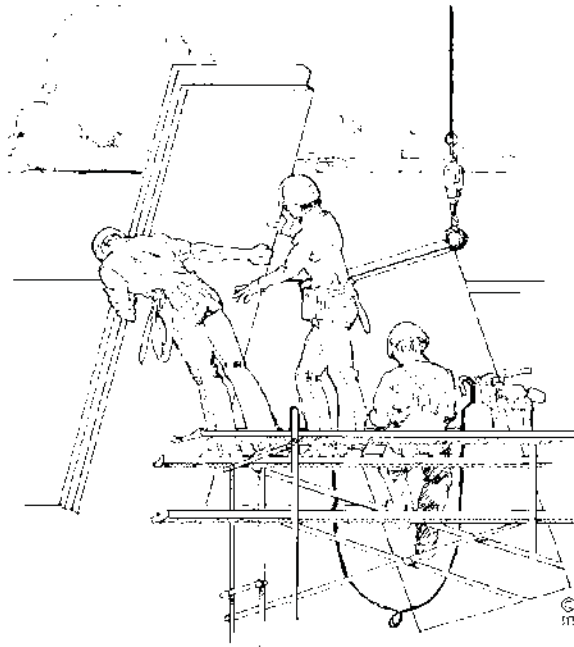
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT*****
*****DO NOT INCLUDE SOCIAL SECURITY NUMBERS*****

**Weekly Payroll Certification For
Public Works Projects (Continued)**

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:
Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
				\$	M	T	W	TH	F	\$											
HOURS WORKED EACH DAY																					
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Cash Fringe	4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Cash Fringe	4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								
												\$	1. \$								
												Base Rate	2. \$								
												\$	3. \$								
												Cash Fringe	4. \$								
												\$	5. \$								
												Cash Fringe	6. \$								

*IF REQUIRED

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

THE CITY OF WATERBURY

ITB #5569

Alliance Grant – Locker Replacement

ATTACHMENT A

CONTRACT COMPLIANCE PACKET

1. City of Waterbury Annual Statement of Financial Interests (4 pages)
2. City of Waterbury Disclosure and Certification Affidavit
Regarding Outstanding Obligations to the City of Waterbury (5 pages)
3. City of Waterbury Certification Regarding Debarment, Regarding Outstanding
Obligations to the City of Waterbury (1 page)
4. Limited Liability Company Resolution & Letter (2 pages)
5. Corporate Resolution (1 page)
6. Commission on Human Rights and Opportunities Contract Compliance
Regulations Notification to Bidders (5 pages)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City**

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

=====

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

=====

--

(Service or Commodity Covered by Contract)

--

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

ATTACHMENT A

Bid Forms, including the City's Bid documents and Contractor's responses, consisting of pages (Contractor's response only consisting of 25 pages follows)

Friday, October 10, 2016

City of Waterbury Department of Education
Purchasing Department
City Hall Bldg, 235 Grand Street, Room 103
Waterbury, CT 06702

Attn: Rocco Orso, Director of Purchasing

Re: RFP #5569 Alliance Grant Locker Replacement

Dear Mr. Orso,

Thank you for the opportunity to provide this proposal for the above referenced ITB. Our proposal is built on proven, success-based design and furniture solutions for school districts such as yours. Our vision is to provide students with a comfortable and enriching learning environment through our design and furnishings.

Please note that we revised the locker quantities in the Fee Proposal to match the quantities in the first addendum.

Please note that our bid includes a graffiti-proof paint finish as specified.

Additionally, the answer to one of the questions in the third addendum was somewhat unclear. The question was whether the locker quantities in the ITB are vertical frames (a vertical frame for a 2-tier locker, as in the case of this bid, has 2 locker openings) or openings. As the answer was somewhat unclear, I'm going to take this opportunity to state that Hertz Furniture's bid is for "openings."

There is a note on the Fee Proposal that bidders should include prices for additional services. The price for additional services will be \$150 per worker per hour.

Hertz Furniture has been serving the needs of hundreds of school districts across the country for 50 years. With a full-service team comprised of experienced sales, design, customer service, logistics, and installation experts, we are dedicated to provide the best customer experience possible. Our goal is complete customer satisfaction.

The Hertz warranty is one of the strongest in the industry. We offer a limited lifetime warranty on virtually all of the products in our catalog and website. We stand behind our products!



170 Williams Dr. Ramsey, NJ 07446 | 800-526-4677 | Fax 800-842-9290

Please feel free to contact me for any additional information.

Sincerely,

Mutty Leiser
Manager, Bids & Contracts Dept.

**SECTION 00400
FEE PROPOSAL**

DATE: 10/7/2016
 FIRM: Hertz Furniture Systems, LLC
 Project: Locker Replacements
 ITB #5569

Complete the following Fee Schedule to determine Total Design Fees per Project for the services defined in this ITB. All services and reimbursable expenses shall be included in the amounts listed below. Respondents may attach a cover letter and any other supporting documents if they so choose. Billing rates for additional services should be attached as well.

Design Phase	Locker Projects						Total of Lockers
	Crosby High School	John F. Kennedy High School	Wilby High School	North End Middle School	West Side Middle School		
Number of Locker Openings	1,900	1,450	1,638	1,070	1,590	7,648	7,648
Removal	\$ 29,723.01	\$ 22,683.35	\$ 25,624.36	\$ 16,738.75	\$ 24,873.46	\$ 119,643	\$ 119,643
Furnished and installed (including anti-graffiti paint finish)	\$ 222,056.03	\$ 166,028.18	\$ 175,165.49	\$ 116,449.54	\$ 182,212.52	\$ 861,912	\$ 861,912
Subtotal - All Above	\$ 251,779.04	\$ 188,711.53	\$ 200,789.85	\$ 133,188.29	\$ 207,085.98	\$ 981,555	\$ 981,555
Contingency - 10% of Subtotal	\$ 25,177.90	\$ 18,871.15	\$ 20,078.99	\$ 13,318.83	\$ 20,708.60	\$ 98,155	\$ 98,155
Total Cost per School	\$ 276,956.94	\$ 207,582.68	\$ 220,868.84	\$ 146,507.12	\$ 227,794.58	\$ 1,079,710.15	\$ 1,079,710.15
Price Per Individual Locker Opening	\$ 145.77	\$ 143.16	\$ 134.84	\$ 136.92	\$ 143.27		
	Two hundred and fifty seven thousand six hundred and forty three dollars and seventy six cents.	Two hundred and seven thousand and five hundred and eighty two dollars and sixty eight cents.	Two hundred and twenty thousand and eight hundred and sixty eight dollars and eighty four cents.	One hundred and forty six thousand and seven hundred and seven dollars and twelve cents.	Two hundred and twenty seven thousand and seven hundred and ninety four dollars and fifty eight cents.	One million and seventy nine thousand and seven hundred and ten dollars and fifteen cents.	

THE CITY OF WATERBURY

ITB #5569

Alliance Grant – Locker Replacement

ATTACHMENT A

CONTRACT COMPLIANCE PACKET

1. City of Waterbury Annual Statement of Financial Interests (4 pages)
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Regarding Outstanding Obligations to the City of Waterbury (5 pages)
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5. Corporate Resolution (1 page)
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Regulations Notification to Bidders (5 pages)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2016)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders or Contracts with the City

A. Contracts

No Contracts with the City

☒

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2016)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2016)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☒ x

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Hertz Furniture Systems, LLC

(Name of Company, if applicable)

Mutty Leiser

Signature of Individual (or Authorized Signatory)

9/28/16
Date

Mutty Leiser
Manager, Bids & Contracts

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of New Jersey

SS.: _____

County of Bergen

Bezael Wagner, being first duly
affirmed sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or _____ of Hertz Furniture Systems, LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

_____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

_____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

 x Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3	None			
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3	None			
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1		
2		
3		
4	None	

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	Moshe Wagner	Principal	8/29/1968	33.33%
2	Saul Wagner	Principal	4/3/1973	33.33%
3	Isaac Wagner	Principal	1/13/1979	33.33%
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1					
2					
3		None			
4					

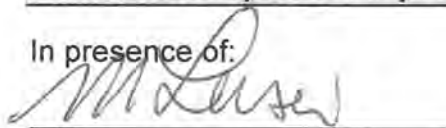
(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
2			
3		None	
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:



Witness

Hertz Furniture Systems, LLC

Name of Partnership/Business

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: B.W.

Name of General Partner/ Sole Proprietor

170 Williams Dr Ramsey NJ 07446
Address of Business

State of New Jersey)

) SS

County of Bergen)

Bezaled Wagner being duly ^{affirmed} sworn,

Deposes and says that he/she is a owner of Hertz Furniture Systems LLC and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and ^{affirmed} sworn to before me this 29th day of September 2016.

My Commission Expires: 4/22/20

(Notary Public)

For Corporation

COLEMAN B BREGER

ID # 50014504

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires April 22, 2020

Witness

Name of Corporate Signatory

Address of Business

Affix
Corporate
Seal

By:

Name of Authorized Corporate Officer

Its:

Title

CITY OF WATERBURY

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 201__.

(Notary Public)

My Commission Expires: _____

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

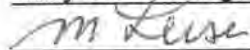
Full Legal Name and address of Recipient, Vendor, or Contractor:

Hertz Furniture Systems, LLC
170 Williams Drive Suite 201
Ramsey, NJ 07446

Print Name and Title of Authorized Representative:

Mutty Leiser - Manager, Bids & Contracts

Signature of Authorized Representative:


Date: 9/29/16

LIMITED LIABILITY COMPANY RESOLUTION

I, Bezaled Wagner, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Hertz Furniture Systems LLC, a limited liability company organized and existing under the laws of the State of NJ, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 29th day of September 2016.

"It is hereby resolved that Bezaled Wagner is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Hertz Furniture Systems, LLC this 29th day of September, 2016.

B. lyh

Manager/Member

Sep 29, 2016

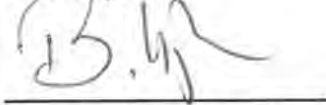
City of Waterbury
235 Grand Street
Waterbury, CT 06706

Re: City of Waterbury
Limited Liability Company Resolution Form

To Whom It May Concern:

I, Bezalel Wagner, am ^a ~~the~~ sole Member of Hertz Furniture Systems, LLC. Being ~~the only~~ a Member of the LLC, I am authorized to sign the Limited Liability Company Resolution form.

Sincerely,



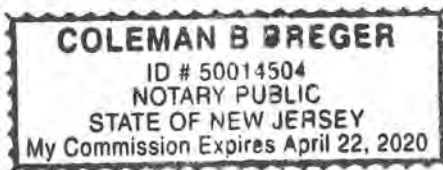
Name Bezalel Wagner
Company Hertz Furniture Systems



Witness

Notary Public: 

My Commission expires: 4/22/20



N/A

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 201__.

Secretary

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

<p>Company Name Hertz Furniture Systems, LLC Street Address 170 Williams Drive Suite 201 City & State Ramsey, NJ 07446 Chief Executive <u>David Mooton</u></p>	<p>Bidder Federal Employer Identification Number <u>22-3795977</u> Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p> <p>Seller of School and Office Furniture</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. <input checked="" type="radio"/> Yes <input type="radio"/> No -Bidder is a minority business enterprise Yes <input type="radio"/> No <input checked="" type="radio"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p>
<p>Bidder Parent Company (If any) _____</p>	<p>- Bidder is certified as above by State of CT Yes <input type="radio"/> No <input checked="" type="radio"/></p>
<p>Other Locations in Ct. (If any) _____</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? <input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? <u>We are a NJ company, not required by statute</u> Yes <input type="radio"/> No <input checked="" type="radio"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? <input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="radio"/> No <input type="radio"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? <input checked="" type="radio"/> Yes <input type="radio"/> No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="radio"/> No <input checked="" type="radio"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="radio"/> No <input type="radio"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="radio"/> No <input checked="" type="radio"/> NA</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="radio"/> No <input checked="" type="radio"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="radio"/> No <input type="radio"/> NA <input checked="" type="radio"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="radio"/> No <input checked="" type="radio"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="radio"/> No <input type="radio"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="radio"/> No <input type="radio"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input checked="" type="radio"/> No <input type="radio"/> If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, give name and phone number. <u>Maralyn Ross 800-526-4677 x 1164</u></p>

1. Will the work of this contract include subcontractors or suppliers? ☒ Yes ☐ No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

Hertz Enterprises LLC

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

☒ Yes ☐ No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	10	8	2								
Business & Financial Ops											
Marketing & Sales	21	13	8	1							
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	29	3	26		5		2				
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	60	24	36	1	5		2				
Total One Year Ago	60	24	36	1	5		2				
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND **SUBMIT THE REQUIRED \$150.00 FEE** MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 22-3795977	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input checked="" type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 60
4. COMPANY NAME Hertz Furniture Systems		
5. STREET 170 Williams Dr. Suite 201 Ramsey	CITY Bergen	STATE NJ ZIP CODE 07446
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 60		
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER


SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	All Employees		PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****						***** FEMALE *****					
				Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min		
Officials/Managers	10	8	2	0	0	0	0	8	0	0	0	0	2		
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0		
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0		
Sales Workers	21	13	8	1	0	0	0	12	0	0	0	0	8		
Office & Clerical	29	3	26	0	0	0	0	3	5	2	0	0	19		
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0		
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0		
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0		
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0		
Total	0	0	0	0	0	0	0	0	0	0	0	0	0		
Total employment From previous Report (if any)	60	24	36	1	0	0	0	23	5	2	0	0	29		
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														
	0	0	0	0	0	0	0	0	0	0	0	0	0		

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Visual survey	14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED 8/11/15
13. DATES OF PAYROLL PERIOD USED FROM: 7/15/16 TO: 7/22/15		

SECTION C - SIGNATURE AND IDENTIFICATION

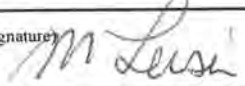
16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE
Coleman Breger		CEO	7/26/16
170 Williams Drive, Suite 201 Ramsey NJ 07446			
Bergen County 2015292100 x 1143			

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service				X	Work Experience	
Private Employment Agencies				X	Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement	X		75	X	High School Diploma	
Walk Ins	X		25		College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
				X	Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) Manager, Bids & Contracts	(Date Signed) 9/29/16	(Telephone) 800-526-4677 x 1220
------------------------------------------------------------------------------------------------	-------------------------------------------------	---------------------------------	-------------------------------------------

ATTACHMENT C

ROCCO ORSO
DIRECTOR OF PURCHASING
236 GRAND STREET
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1	<u>9/27/16</u>	4	_____
2	<u>9/29/16</u>	5	_____
3	<u>10/3/16</u>	6	_____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

22-3795977
Social Security Number
or Federal Identification Number

Matty Leiser
Signature of Individual or Corporate Name
M Leiser
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Matty Leiser
By: Mgr Bid Dept.
(Title)
Business Address: 170 Williams Dr Ste 201
(City, State, Zip Code)
Ramsey NJ 07446
Phone: 201-529-2100 x1220
Date: 10/5/16

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Bezalel Wagner 224 Pennington Ave. Passaic NJ 07055
Moshe Wagner 53 Briarcliff Dr Monsey NY 10952
Isaac Wagner 15 Overhill Rd Monsey NY 10952

ATTACHMENT C

ROCCO ORSO
DIRECTOR OF PURCHASING
236 GRAND STREET
WATERBURY, CT 06702

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Bezalel Wagner 224 Pennington Ave. Passaic NJ 07055
Moshe Wagner 53 Briarcliff Dr Monsey NY 10952
Isaac Wagner 15 Overhill Rd Monsey NY 10952

ATTACHMENT A

Bid Addenda(s): #1 dated September 27, 2016, consisting of 5 pages
#2 dated September 29, 2016, consisting of 1 pages
#3 dated October 3, 2016, consisting of 2 page

ROCCO ORSO
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT
ADDENDUM #1

September 27, 2016

Bid: 5569

Project: Alliance Grant Locker Replacement

Please see attached questions and answers about this bid.

Thanks

Kevin McCaffery
Buyer – City of Waterbury

ADDENDUM NO. 1
Bid #: 5569
Project: WATERBURY PUBLIC SCHOOLS
Alliance Grant – Locker Replacement

Date: September 27, 2016

I. REVISIONS TO BID DOCUMENTS:

1. Bid date is changed to **October 12, 2016 at 11:00 am**

II. Questions & Answers

Q1: Will/Can bid be extended?

A1: Yes

Q2: Who is the contract with?

A2: Contract is directly with the city.

Q3: What is the size of the two-tiered lockers?

A3: 18''x15''x36'' Two Tiered

Q4: Will the lockers be sloped?

A4:

	TOTAL Number	Sloped Tops
Wilby High School	1638	0
North End Middle School	1070	0
Crosby	1900	259
Kennedy High School	1450	30
West Side Middle School	1590	1493
Total Lockers	7648	1782

Q5: Are locker door handles recessed or exterior?

A5: Recessed

Q6: Will the lockers get finished end panels?

A6: Yes

Q7: Will fillers be installed at each end of the runs or in the center?

A7: Installers preference

- Q8: Does the base trim remain/stay the same?
A8: Remains and stays the same.
- Q9: What kind of lockers replace the lockers on legs at Kennedy High School? Legs or a Z-base?
A9: Z-Base
- Q10: Which lockers will be kept?
A10: At owner's discretion. Assume disposal of all lockers removed.
- Q11: What is to be done with the lockers the owner deems salvageable?
A11: Deliver salvaged lockers to Waterbury Board of Education facility located on Harpers Road, Waterbury.
- Q12: Can equipment/materials be left over night and installed the following day?
A12: Yes, outside the building in a storage trailer or truck.
- Q13: What color are the new lockers?
A13: The principal of each school will choose one color from the standard colors.
- Q14: Does each school have an elevator for use?
A14: Yes
- Q15: What is the trim size?
A15: As standard with your product you are proposing.
- Q16: When can demo begin?
A16: Only demo the amount of lockers that are able to be installed per day.
- Q17: What are the working hours?
A17: 7:00am to 8:00pm when school is not in session. 2:30pm-10:00pm when school is in session.
- Q18: What is the schedule of the tear-out?
A18: Only demo the amount of lockers that are able to be installed per day.
- Q19: Do lockers need to be replaced immediately after tear-out or can the entire school be teared out?
A19: Only demo the amount of lockers that are able to be installed per day.
- Q20: What is the time table between tear-out and install?
A20: Only demo the amount of lockers that are able to be installed per day.
- Q21: Can the completion date be extended through Summer 2017 and completed before the start of school?
A21: No
- Q22: How many ADA lockers are required per school?
A22: 20

Q23: Where will the ADA lockers be installed?

A23: TBD

Q24: Does the owner want Digi locks?

A24: No

Q25: Will there be a place allocated for a dumpster at each school for disposal of existing lockers?

A25: Yes

Q26: Where can a list of certified M/W/DBE companies be found?

A26: Notify Ray Sullivan at NRWIB

203-574-6971 Ext. 446

raymond.sullivan@nrwib.org

Q27: Will the new wing lockers are Wilby High School (Second Level, New Wing, Sections AA, BB, CC, DD, EE) be included in this project?

A27: No

Q28: Are the upper level/third level lockers Sections AA, BB, CC, DD included in this project?

A28: Yes

Q29: Can the completion date be changed to the beginning of the school years 2017?

A29: No the grant is done June 2017.

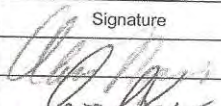
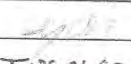
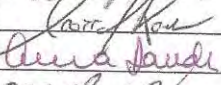
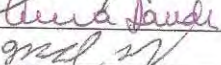
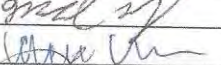
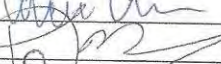



Q30: Do you expect the locker vendor to reinstall a soffit above the lockers?

A30: No we do expect you to protect them. The city does expect minor damage that will be repaired by the Board of Education Maintenance Staff.

III. Sign-in Sheet from the walk through:

Waterbury School Construction Program
ITB 5569 Alliance Grant Locker Replacement

PRE-SUBMISSION CONFERENCE
September 21, 2016

	Name (Please Print)	Signature	Company	Phone	Email
1	Alan Weiss			203-772-3666	amorris@tuscalco.com
2	Scott Kowalski		TUSALCO	203-269-1238	SCOTT-INSTALLED@SUEI.NET
3	AVIVA Davidson		Hertz Furnit	800-526-4677	aviva@hertz-furniture.com
4	Mike Kosowsky		" "	201-522-2411	hertz mkosowsky@hertz
5	Carleigh Crowder		L. Holzhner Elect.	203-355-4105	Estimating@holzhnerfurniture
6	Faz Behboudi		RE-TECH	203-818-8774	Faz@electric.com
7	Tom Carmody		SYSTEMATICS	774-239-3618	RETECHconstruction.com
8					TCarmody@systematics.biz
9	Rob Zbikowski		Fordt Ulrich	203-239-4451	RZbikowski@FordUlrich.com
10					
11					
12					
13					
14					
15					
16					

ROCCO ORSO
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT
ADDENDUM #2

September 29, 2016

Bid: 5569

Project: Alliance Grant Locker Replacement

Please note that since the first addendum was posted we have received additional questions and phone calls. In order to address these questions **we are extending the question time period until October 3, 2016 at 2pm. If you have any additional questions be sure to post them by the deadline.**

Here are answers to some additional questions we have received.

Question: Addendum 1 says the lockers are 18" x 15". Is that 18"W x 15"D or 15"W x 18"D?

Answer: Industry standard is WxDxH

Question: Addendum 1 implies that all of the lockers are the same depth. We measured some runs in Crosby that were 12"D. Please tell us exactly which runs are only 12"D.

Answer: Figure all as detailed

Question: The numbers on the locker count charts do not seem to jive. For example, in Kennedy HS (page 26) it says that area A has 18 openings and is 222"W. 222"/15" x 2 openings = 28 lockers. If the lockers are 18"W, 222"/18" x 2 openings is 24 lockers. Neither way computes to 18 lockers. And it seems that most of the counts/widths are incorrect. Can you review and fix all of the charts?

Answer: Bid the number of lockers on the chart

Question: Please confirm that you want 16-gauge tops, bottoms, and tier heads, as the standard by locker manufacturers is only 24 gauge.

Answer: Go with standard 24 gauge

Question: How many runs, and which runs, get trim?

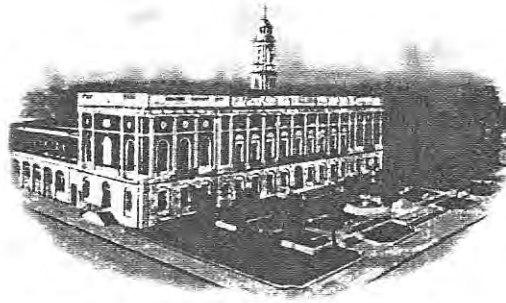
Answer: We are looking to install lockers only. That does include filler panels. No we are not looking for additional trim.

Question: What is the payment schedule?

Answer: See contract in the ITB.

Thanks
Kevin McCaffery
Buyer – City of Waterbury

ROCCO ORSO
PURCHASING DIRECTOR



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT
ADDENDUM #3

October 3, 2016

Bid: 5569

Project: Alliance Grant – Locker Replacement

I. REVISIONS TO BID DOCUMENTS:

1. Bid date is changed to October 12, 2016 at 11:00 am

II. Questions & Answers

Q1: On page 113 of the ITB, it says that the Contractor cannot assign the contract to another party without prior written approval from the City. Will the City allow a winning dealer to transfer the contract to a manufacturer who was not present at the pre-bid meeting?

A1: No

Q2: What is the locker count for replacement lockers at Wilby High School?

A2: 1,440.

Q3: Can the salvaged lockers be stored on site for BOE pick up?

A3: Salvaged lockers cannot be stored on site. Bid as if all lockers are going to be disposed of.

Q4: Per Addendum No. 2, the question about 12" deep lockers in Crosby H.S. the answer was to figure as detailed. Most mfg. recommend no more than a 3/4" reveal over the base, how do you intend on dealing with added overhang?

A4: Ok, use 12" depth for Crosby HS only.

Q5: Per Addendum No. 2, there was a question about gages, the question is misleading, the specs call for a 24 gage top, not 16, the specs do call for 16 gage intermediates, and bottoms, and though not a standard it is an option, and given the circumstances completely justifiable. not sure what tier head is.

A5: The Board of Education is expecting a standard heavy duty locker. The specifications further outlines that they expect the higher gauge.

Q6: Throughout the bid documents, you refer to "lockers." For example, Wilby High School gets 1,638 "lockers." I just want to confirm that you mean openings, not vertical frames. So in the case of Wilby HS, the school will get 1,638 "openings," not 1,638 vertical frames which would be 3,276 openings.

A6: There are currently 1,638 vertical frames at Wilby High School; after Addendum No. 1: left the number of 1,440 openings.

Q7: In addenda 1 Q22 asked about the quantity of ADA lockers required per school. Please note this is in the specification paragraph 2.3 A,22. "Provide 5% of each

locker type with not less than 1 with accessible locker accessories. This is per ANCI guidelines.

A7: Per ANCI guidelines.

Thanks

**Kevin McCaffery
Buyer – City of Waterbury**

CONSTRUCTION CONTRACT
for
WATERBURY PUBLIC SCHOOLS
MALONEY PLAYScape
between
City of Waterbury
and
Ultiplay Parks and Playgrounds, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Ultiplay Parks and Playgrounds, Inc., located at 51 Carney St, Uxbridge, MA 01569, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a bid to the City in response to Invitation to Bid ("ITB") Number 5593 for Procurement and Installation Services for playscape at Maloney Elementary School, 233 S. Elm Street, Waterbury, CT 06706; and,

WHEREAS, the City accepted the Contractor's bid for ITB Number 5593; and

WHEREAS, the City desires to obtain the Contractor's services for installation of a playscape at Maloney Elementary School pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals 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 City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1. The Project consists of providing and installing playscape as more particularly described and shown in the Bid Documents 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 Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- i. Waterbury Public Schools Maloney playscape ITB #5593 dated September 15, 2016 to include Specifications and drawings dated July 21, 2016(attached hereto consisting of 213 pages.) excluding the sample contract, Contractor Compliance packet, and Chapter 34: City