

**Request for Proposals (RFP)**  
**Architectural Services for Improvements to Richter House**  
**City Project No. 18-08**  
**Bid No. 11-18-19-05**

**A. Introduction/Background**

The City of Danbury is soliciting bid proposals from architectural firms based on the criteria/requirements outlined in this request for proposals (RFP). The intent of this request for proposals is to obtain the best qualified, responsible architectural firm to provide the City with a comprehensive price for design and consultant services required to complete the necessary work related to the phased renovation and expansion of the Richter House for arts, music and environmental educational space including the reports and assessments, design, bidding and construction phases, as outlined below.

Richter House is located at 100 Aunt Hack Road. This building is on City property managed by the Richter Park Authority and houses the Stanley L. Richter Association for the Arts. Richter House is registered as an historic building with the State Historical Preservation Office (SHPO).

Funding for this project is being provided by a State of Connecticut Department of Economic and Community Development Urban Act grant and City of Danbury funds. Funding is to cover architect and engineer design services, construction administration services (as determined to be needed after designs are complete and cost estimates are generated by the architect), septic system design finalization and installation, and a 10 % construction contingency.

**B. Proposed Project**

Interested firms are required to review these documents attached hereto:

- a. \$1,000,000 Grant by State of Connecticut acting by and through its Department of Economic and Community Development to City of Danbury Danbury Richter House Grant prepared by Nicholas Paindiris, Esq.
- b. State of Connecticut Department of Economic and Community Development Bidding, Contracting & Construction Guidelines for State Projects Revision: November 2011
- c. Easements, Declaration of Covenants, and Declaration of Preservation Restrictions
- d. Contract for Professional Services Provided by Architectural Consultant Improvements to Richter House (to be executed by the successful architect)
- e. Preliminary Septic System Plan Prepared for The Richter House 100 Aunt Hack Road, Danbury, Connecticut dated 4/25/17 and prepared by CCA (a larger scale copy of this drawing is available for viewing in the office of the City Engineer on the first floor of City Hall).

This RFP covers the design of all of phase one and the construction of as much of phase one of the project as the budget/cost estimate allows, as well as design only for phase two. Bidding and construction services for phase two will/may be negotiated with the architect at a later date. Phase one includes exterior (new doors, new windows, new siding, ADA access to first floor to meet code, etc.) and interior (hazardous materials abatement, if/as required, wall demolition down to framing, insulation, new plumbing to code, new electrical to code, new sprinkler system/smoke detectors to fire code, bathroom renovations to meet ADA requirements, design of second floor ADA access and offices and work space for future construction, removal of existing lift to second floor, etc., as required to result in a code compliant building that meets program needs), the design of an addition to meet program and zoning requirements, septic

system improvements (to be included in plans and cost estimates for the project), the addition of a parking lot to meet program needs, and the relocation of the existing outdoor stage. Phase two will include the design of an outdoor concession stand and outdoor restrooms for outdoor music events. To the best of the City's knowledge, the existing well that serves the site is adequate, the architect is to verify this when the final design is completed.

The selected architectural firm will be expected to prepare all required structural soundness assessments, ADA access assessments, code violation assessments, hazardous materials assessments, engineering reports, environmental site assessment, geological reports, remedial action plans, etc. and assist the City with pertinent reports/submissions as noted in Schedule A "Schedule of Submissions and Approvals Required for State Assistance" of the above noted DECD grant, design drawings, calculations, contract specifications, cost estimates, schedules, construction bid documents, bidding services, shop drawing reviews, construction administration services (including job meeting minutes), record drawings, closeout and audit, and all associated work for the items listed below. Architectural firms are required to review the existing documentation listed above for detailed information relative to the project. This project will require conformance with State Department of Administrative Services (DAS), State of Connecticut Department of Economic and Community Development (DECD) "Bidding, Contracting & Construction Guidelines for State Programs", Connecticut Commission on Human Rights and Opportunities (CHRO), and pertinent State Historic Preservation Office (SHPO) requirements. Work will include State DECD required submittals and completion of all necessary/pertinent forms and reviews (floodplain, historic considerations, hazardous materials, etc.) local land use approvals, building permits, septic system permit, etc. for project approval, acceptance, funding, and reimbursement including all required presentations of the project at the State and City levels.

### **C. Evaluation Criteria & Submission Requirements**

All proposals and requested information must be submitted to Mr. Charles J. Volpe Jr., Purchasing Agent, 155 Deer Hill Ave. Danbury, CT 06810. Seven (7) original copies of the proposal and all requested information shall be submitted. Any missing information may be considered grounds for rejection of proposals. The architectural firm shall meet the requirements specified below and submit the following items with their proposal in the order listed below with the same numbering:

1. Firm profile including firm name, permanent main office address, date firm was established, legal form of ownership, number of years firm has been in business under current firm name, proof of licensure to work in the State of Connecticut (please provide copy of license), and table of organization.
2. Resumes of those architects, all consultants and other personnel who will be involved in this project (Principal Architect, Architect Project Manager, etc.), which shall include education and certifications/licenses in the fields of architecture and building codes, as well as other related information.
3. Please indicate the firm's capability of producing projects using current Auto CAD.
4. Firm is to demonstrate that it has strong project management skills, including but not limited to programming, scheduling and cost estimating.
5. Litigation Statement: Firm is to note if it has ever defaulted on a contract, is involved in pending litigation/arbitration, or has ever had a contract terminated prior to completion.
6. Firms are to be familiar with City of Danbury standard operating procedures (Planning and Zoning, Engineering, Building Department, Permitting, etc.). Please list previous projects with the City of Danbury.
7. Firms to have experience with renovations to State listed historic properties.
8. Firms should be knowledgeable with the State of CT DAS, DECD, CHRO and SHPO submittal, review, and approval processes. Firms should demonstrate adherence to project schedule and provide percent of

Change Order work relative to hard construction costs. Please complete the table on page 9 providing all required information on previous projects.

9. Please demonstrate experience in subcontracting work. Please list all necessary sub-consultants to complete the work (such as MEP, fire suppression, civil, security, landscape architect, geotechnical engineering, structural engineering, acoustical, etc.). Please complete the table on page 10 providing all required information and provide the needed resumes.
10. Please complete the table on page 11 providing all required information for project references.
11. Proposals are to be on the forms provided by the City and attached hereto. Proposals are to be inclusive of all costs as outlined in Section D, Scope of Architectural Services.
12. Firm is to provide a copy of its current fee schedule/ hourly rates of its staff members valid for one (1) year.

Note: Please feel free to provide any additional information or documentation to supplement the above submission requirements for this proposal.

The City reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and will award the project to the firm as deemed to best serve the public interest. The City is not obligated to select the lowest bidder.

#### **D. Scope of Architectural Services**

The selected architectural firm will be expected to provide comprehensive architectural services which shall include preparation of reports and assessments, complete plans and specifications (design development, construction documents), bidding, construction, closeout, and project audit phases, cost estimates updated as warranted, shop drawing review, contractor(s) invoice(s) review, construction administration including job meeting minutes, or other related services. Proposals are to be comprehensive and include all project costs in lump sum fees, including but not limited to:

1. All consulting services for design and specification costs for all sub-consultants including MEP, fire suppression, civil, security, geotechnical engineering (including boring tests, if warranted), structural engineering, landscape architect, acoustics, etc., and any consultants required to perform the work and meet code and State DECD, DAS, CHRO and SHPO requirements. Please note that the site A-2/existing conditions survey will be provided by the City.
2. Reference is made to the Easements, Declaration of Covenants, and Declaration of Preservation Restrictions noted above and on file in the Danbury Land Records in Volume 2175 Pages 563-571. The City has guaranteed to DECD that it will preserve the historical and architectural qualities of the property.
3. All reimbursable fees including plan reproduction (except reproduction of bidding documents), postage, mileage, insurance, bond, etc. are to be included in the lump sum Proposal items.
4. Attendance at owners meetings, State, or other required meetings, as well as presentations for the owner, Commissions, DECD, etc., as needed for approvals.
5. Civil engineering consultant services, including land use and building permit approval processes (including but not limited to all required storm drainage calculations, needed fire flow analysis, septic system plan finalization, etc.), submittal to City agencies, attending meetings, and land use submissions and approvals to be part of this proposal.
6. The septic system will be located in the area of the new parking lot. The septic system plan is to be reviewed and revised, if warranted, to meet the final project occupancy levels.

7. Making revisions to plans and specifications as required after review by the City staff, DECD and others and as required to obtain all of the necessary City and State permits and approvals.
8. Complete preparation of all required document submittals including, but not limited to, all State DECD, DAS, CHRO, and SHPO documents for approval of the project and plan review and approval process, construction estimates, construction documents, bidding services including bid alternates, bid addenda, pre-bid meeting, bid review and award recommendation, schedule of values review, construction schedule review, job meeting coordination and meeting minutes, shop drawing review, change orders, review of progress payments, field inspections, punch list preparation, warranty collection, equipment training if warranted, monitoring bidders/contractor compliance with DECD, DAS, CHRO and SHPO requirements, project closeout and assistance with audit for the State of Connecticut DECD and attendance at all required meetings.
9. Preparation and submission of City of Danbury applications for building permit, septic system and land use approvals, as warranted, and all required documents/submittals.
10. Services to verify accuracy and adequacy of existing drawings/plans of the building and site as provided by the City. Copies of existing conceptual roof and renovation plans prepared in 2009 and 2010 are available in the office of the City Engineer on the first floor of City Hall for viewing. The City makes no claim as to the accuracies of these drawings. These conceptual plans are being provided for information only and in order to initiate discussions relative to the actual final scope of the proposed improvements. The final scope of the actual improvements to be made will be determined during meetings between the architect and City representatives to review and define program needs.
11. Architectural firm(s) are to visit the project site and review existing rooms and spaces and confirm dimensions to an accuracy suitable and appropriate for construction purposes. All dimensions must be accurate for constructability and it is the architect's responsibility to complete any measurements required to produce the new work.
12. Preparation of multiple preliminary designs, as necessary.
13. Preparation of contract documents (front end to be provided by the City, which shall be incorporated into the plans and specifications by the architect) and contract drawings for bidding. Firms are required to modify front end, as needed for the project.
14. Bid alternates will need to be included in the phase one construction bid in order to insure that the phase one work awarded meets budget requirements.
15. Provision of services through bidding for phase one of the project (including but not limited to questions and preparing addenda as well as reviewing construction bids, vetting, and issuing recommendations to the City).
16. Provision of services during the construction of phase one improvements including, but not limited to, shop drawing reviews/approvals, site inspections, job meeting attendance and meeting minutes, change order request reviews, change order preparation, invoice reviews, collection of warranties, punch list preparation and inspections, personnel training if required, record drawing preparation, closeout activities including assistance with meeting DECD requirements, assistance with audit, if needed.
17. Preparation of complete construction schedule and final cost estimate. Additional cost estimates at various times during design development will be required for the City to determine the exact scope of the phase one improvements that will be bid.
18. Provision of services through design of phase two.

### **E. Selection Schedule**

All proposals and information are due by 2:00 P.M. on December 20, 2018.



The City anticipates the selected firm to begin work on the assigned project immediately after signing the contract.

## **F. Additional Information**

The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring. The City is committed to complying with the Americans with Disabilities Act (ADA).

All materials submitted in response to this request for proposals are subject to the terms of State laws relative to Freedom of Information.

If warranted, addenda will be issued to answer questions/provide additional information. Failure to acknowledge receipt of addenda to this request for proposals may result in a proposal not being considered.

The City will not be held responsible for any costs incurred by the consultant for work performed in the preparation of the proposal and for any work performed prior to the issuance of a contract. The proposals should be comprehensive to complete all phases of the work up to the start of construction.

The City reserves the right to reject an application for misrepresentation of facts. The City also reserves the right to waive technical defects, irregularities and omissions, if in its judgment, it is deemed to be in the City's best interest.

The City is not obligated to select the lowest price proposal.

A copy of the contract between the City and the successful firm is attached hereto for information purposes only. The successful firm will be required to provide a Certificate of Insurance naming both the City of Danbury and the State of Connecticut as additional insureds.

A mandatory pre-bid meeting will be held at the Richter House on Wednesday, December 12, 2018 at 11:30 A.M.

Questions regarding this request for proposals can be directed to Antonio Iadarola, P.E., Director of Public Works/City Engineer at 203-797-4641.

**PROPOSAL**

TO: Purchasing Agent, City of Danbury, Connecticut

FOR: Bid No. 11-18-19-05  
Project No. 18-08  
Architectural Services for Improvements to Richter House

MADE BY: \_\_\_\_\_  
(Firm Name)

Pursuant to and in compliance with your Request for Proposals and the Scope of Work relating thereto, the undersigned states that he/she has examined the Request for Proposals and the site of the work, and that he/she understands the purport and magnitude of the work intended, and the undersigned hereby offers to furnish all services, plant, materials, supplies, equipment, labor, and other facilities and things necessary or proper for or incidental to, the proper design and construction administration of the work together with all related services at the following lump sum prices which include all incidental work and materials.

The City reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, as deemed to best serve the public interest. The City is not obligated to select the low bidder.

All proposals are due by 2:00 P.M. on December 20, 2018.

**Item 1.A. Phase One Lump Sum Bid: Architectural Design Services - Improvements to Richter House.**

Lump Sum price for Phase One design, including but not limited to required reports and assessments, cost estimates, design plans and specifications for improvements to Richter House as outlined in the RFP.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.  
words words

\$ \_\_\_\_\_  
figures

**Item 1.B. Phase One Lump Sum Bid: Architectural Construction Administration Services - Improvements to Richter House.**

Lump Sum price for Phase One bidding and construction administration services for improvements to Richter House as outlined in the RFP.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.  
words

\$ \_\_\_\_\_  
Figures

**Item 2. Phase Two Lump Sum Bid: Architectural Design Services Improvements to Richter House.**

Lump Sum price for Phase Two design only, including but not limited to required reports and assessments, cost estimates, design plans and specifications for improvements to Richter House as outlined in the RFP.

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.  
words

\$ \_\_\_\_\_  
Figures

**SUMMATION: Total Items 1.A, 1.B and 2 Services**

\_\_\_\_\_  
Words

\_\_\_\_\_ Dollars

and \_\_\_\_\_ Cents. (\$ \_\_\_\_\_ )  
Figures

SUMMATION: The summation of this bid for Project No. 18-08 is made with the understanding that it is not a part of the bid and is solely a matter of information for convenience in comparing the bids at the time of opening.

The bidder further declares that he is/they are the only person/persons interested in the Proposals and that it is made without any connection with any other person or persons making proposals for the same work and that it is in all respects fair and without collusion or fraud.

\_\_\_\_\_  
Firm Name \*\*  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone  
\_\_\_\_\_  
By (signature)  
\_\_\_\_\_  
Signed by (printed or typed)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Dated

\* Cross out words which do not apply.

\*\* If a corporation, give the State of Incorporation, using the phrase "a corporation organized under the laws of \_\_\_\_\_"

If a partnership, give names of partners, using also the phrase "Co-partners trading and doing business under the firm name and style of \_\_\_\_\_".

If an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of \_\_\_\_\_".

Full names and residences of all persons interested in this Proposal as principals are as follows:

Name: \_\_\_\_\_ Address \_\_\_\_\_

Name: \_\_\_\_\_ Address \_\_\_\_\_

STATE OF

SS:

COUNTY OF

\_\_\_\_\_ the  
signer of the above Proposal, being duly sworn that the several matters stated therein are in all respects true to the  
knowledge of the deponent.

Sworn to and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

**Evaluation Criteria & Submission Requirements Table**

Please complete the table below indicating project performance within the last 5 years:

	<b>Project Name</b>	<b>Description</b>	<b>Cost</b>	<b>Design Completed on Schedule (Y / N)</b>	<b>Construction Completed on Schedule (Y / N)</b>	<b>Percent of C.O. from Hard Construction Costs (%)</b>
1.						
2.						
3.						
4.						
5.						

**Evaluation Criteria & Submission Requirements Table**

Please provide the list of consultants that will be contracted outside your firm for this project:

	<b>Type of Work Subcontracted</b>	<b>Work Subcontracted (Y / N)</b>	<b>Resumes Provided (Y / N)</b>
1.	Civil Engineering		
2.	Geotechnical Engineering		
3.	Structural Engineering		
4.	Interior Design		
5.	FF&E		
6.	Landscape Architect		
7.	Theatrical Design		
8.	MEP		
9.	Fire Suppression		
10.	Acoustical Consulting		
11.	High Performance Buildings		
12.	I.T./Data/Telecommunications		
13.	Security		
14.	Food Service Equipment Design		
15.	Cost Estimating & Scheduling		

**Evaluation Criteria & Submission Requirements Table**

Please provide list of references:

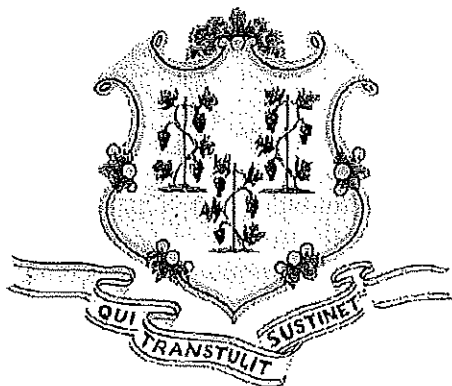
	<b>Company Name</b>	<b>Contact Person</b>	<b>Telephone Number</b>	<b>Name of Project</b>
1.				
2.				
3.				
4.				
5.				

# State of Connecticut

Governor Dannel P. Malloy

## Department of Economic and Community Development

Commissioner Catherine H. Smith



### Financial Assistance Proposal

For

The City of Danbury

September 2016





Department of Economic and  
Community Development

**Connecticut**  
still revolutionary

**Catherine H. Smith**  
Commissioner

September 12, 2016

The Honorable Mark D. Boughton  
Mayor  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT. 06810

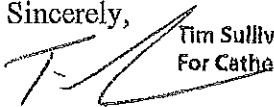
Dear Mayor Boughton:

The Department of Economic and Community Development is pleased to submit a proposal for assistance in support of the Town's plans to renovate and expand the Richter House for artistic and environmental educational space. The following pages contain a project description and supporting details of a financial assistance package developed jointly between your staff and ours.

This proposal represents the Governor's continuing commitment to support Connecticut's municipalities and we are pleased to have an opportunity to work with you on this project. The success of your project and your community are important to us.

Our staff will continue to be available to you and your staff throughout the duration of the project. If you have any questions concerning this proposal please contact Christine Marques, your development manager, at 860-270-8050.

Sincerely,

  
Tim Sullivan, Deputy Commissioner  
For Catherine H. Smith, Commissioner

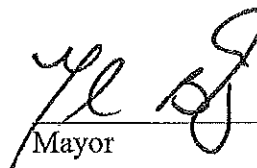
Catherine H. Smith  
Commissioner

**Agreed and Accepted By:**

City of Danbury

\_\_\_\_\_  
Mark D. Boughton

Ver. 4.11.Mun

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Date

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## BACKGROUND

### **Applicant Description:**

The City of Danbury is located in northern Fairfield County and is approximately 70 miles from New York City and is located within NYC's metropolitan area. Danbury has been nicknamed the Hat City, because of its history in the hat business. Danbury is also the home of Western Connecticut State University and Richter Park Golf Course, a municipal golf course. The golf course hosts numerous tournaments such as the annual Danbury Amateur and American Junior Golf Associations majors and has won a variety of awards, including the "Top 10 Connecticut Course" and the "#2 Best Public Course in NYC Metropolitan Area."

### **Project Description:**

The City of Danbury has received State financial assistance in the form of a \$1 million Urban Act grant. The project consists of renovations to the historic Richter House in the Richer Park Golf Course, to create an arts, music and environmental facility.

The City of Danbury will also be contributing \$500,000 to the project, which will bring the total amount of funds to \$1,500,000. This funding will be used for construction of the first phase and design for phase one and two. The first phase will include a new parking lot, renovation to the house to meet current building codes and ADA requirements, mechanical, electrical and plumbing improvements, and creation of offices and meeting spaces on the second floor. Currently, the building does not have a parking lot, an elevator, exterior ADA accessibility, or interior ADA accessibility to the second floor.

Engineering design of the second phase will include an addition for a multi-purpose room, outdoor concessions and restrooms for outdoor music events and a garden.

## SOURCE AND USE OF FUNDS

### **Sources of Funds**

Municipality	\$500,000
Department of Econ. and Comm. Develop. – UA	1,000,000
<b>Total</b>	<b>\$1,500,000</b>

### **Use of Funds**

Architecture and Engineering	\$300,000
Construction	1,195,000
Admin. DECD Legal Related	5,000
<b>Total</b>	<b>\$1,500,000</b>

*\* The figures above may be amended from time to time through requests for revisions to the Project Financing Plan and Budget, as approved by the Department of Economic and Community Development.*

**FINANCIAL ASSISTANCE PROPOSAL**

This financial assistance proposal is based upon the commitment of City of Danbury (hereafter, the "Applicant"), to implement the project as described herein. The State of Connecticut, acting through the Department of Economic and Community Development (hereafter, "DECD") and under the provisions of the C.G.S. Sec. 4-66c proposes a financial assistance package consisting of a grant in the total amount of \$1,000,000. DECD financial assistance shall not exceed \$1,000,000 of the total project cost as described in this proposal, as set forth in the most recently approved Project Financing Plan and Budget. The components of this financial assistance are outlined below:

<b>Applicant:</b>	City of Danbury	
<b>DECD Financing:</b>	\$1,000,000	Grant
<b>Amount and Use of DECD Funds:</b>	\$ 995,000	Construction
	5,000	Admin. DECD Legal Related
	<b>\$ 1,000,000</b>	<b>TOTAL</b>

**PROPERTY RESTRICTIONS**

**Negative Pledge**

The Applicant agrees that it will execute a Negative Pledge and Agreement ("Negative Pledge") in a form acceptable to the Commissioner, which Negative Pledge shall provide that the Applicant shall not sell, lease, transfer, assign, or in any way encumber or otherwise dispose of the Applicant's property, located at 100 Aunt Hack Road, in whole or in part, without first obtaining the written consent of the Commissioner. The Negative Pledge shall be recorded on the land records of the City of Danbury.

**Use Restriction**

The Applicant covenants and agrees that the Applicant's property, located at 100 Aunt Hack Road, shall be used as space to display art, perform musicals, and provide facilities for regional children's programs and environmental education for 10 years. Applicant agrees that it shall execute a Declaration of Restrictive Covenant ("the Covenant") in a form acceptable to the Commissioner, which shall be filed on the land records of the City of Danbury. The Covenant shall be enforceable by the State and shall provide that any conveyance of Applicant's property shall be subject to the terms of the Covenant.

**ENVIRONMENTAL COMPLIANCE**

**Connecticut Environmental Policy Act**

Disbursement of state funds may be subject to the completion of the appropriate Connecticut Environmental Policy Act ("CEPA") review of project activities. If project analysis and review under the provisions of CEPA is necessary, then DECD will contract a professional engineering/planning firm experienced in preparing CEPA documents, using funds appropriated to the project. Said firm shall work at the direction of the DECD in assessing the project activities in accordance with CEPA (C.G.S. Sec. 22a-1 and R.C.S.A. Sec. 22a-1a-1 to 22a-1a-12).

### **Environmental Condition of the Real Property**

As determined by DECD, the environmental site assessments, survey, reports and remedial action plans will be prepared for real property subject to project activities. A professional firm licensed to practice in the State of Connecticut shall prepare the reports. The scope of investigations and report shall conform to the applicable Department of Environmental Protection laws and regulations, and the applicable American Standards for Testing Materials document standards. Copies of all reports shall be made available to DECD.

If the Applicant and/or other parties for the subject properties within the project area have conducted Environmental Site Assessments, copies of such documents must be submitted to DECD.

### **CONSTRUCTION COMPLIANCE**

The DECD requires submission of project design documents, specifications, construction bid documents and cost estimates and other documents outlined in Schedule A. All submissions are subject to review, comment, and/or approval by the DECD's Office of Financial Review and Special Projects and/or the DECD Commissioner. Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. In these cases, it will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project.

The Applicant shall submit for review and comment the following construction-related documents which need to comply with DECD design, bidding, contracting and construction monitoring Requirements: a) bid package(s) including procedures for bidding; b) bid selection process and results; c) bonding and insurance requirements; d) copies of contracts; e) schedule of values; f) payment requisitions and change orders.

DECD requirements for approval of the release of funds for construction include review of construction documents, latest updated budget, submittal of bidding process, project schedule and cash flow updates, monthly reports, and any appropriate back up materials as may be needed for review such as application and certificate of payment (AIA Document G702) approved by the architect and/or engineer, appropriate invoices, etc.

### **ADMINISTRATIVE AND PROJECT MONITORING PLAN**

The Applicant shall be required to submit to the DECD a project administration plan, acceptable to the DECD, that describes how they will document and monitor the financial and construction oversight of the State funds as required by the Assistance Agreement and as approved in the DECD's Project Financing Plan and Budget. The purpose of the plan is to assure the completion of the project within the approved Financing Plan and Budget and the appropriate use of State funds. The plan should address how State funds will be disbursed in conjunction and in accordance with all contractual agreements. The

plan should include the process that they will undertake to approve payment requisitions and project construction change orders.

## **REPORTING**

### **Project Audit**

Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually (see Schedule B). The audit shall be in accordance with the DECD Audit Guide (located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676>) and the requirements established by federal law and state statute. All Applicants not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government-auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits.

The completion of the project will be determined by the end date of the most recently approved Project Financing Plan and Budget.

### **Project Financial Statements**

The Applicant shall provide a cumulative Statement of Program Cost and a Detailed Schedule of Expenditures to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670>. This information will be required to be provided within ninety (90) days after the expiration date of the Project Financing Plan and Budget or earlier as determined by the Commissioner. Further information, such as supporting documentation (i.e. copies of invoices, cancelled checks, contracts etc.) for the expenditures charged may be requested from the applicant, as necessary.

### **Project Progress Reporting**

The Applicant shall submit quarterly project milestone and progress reports acceptable to the DECD. These reports shall delineate progress in the area of fundraising as well as construction of the project. The reports will be due 30 days after each quarter's end and will be required to be provided until the expiration of the Project Financing Plan and Budget.

## **REQUIRED DOCUMENTS**

The Applicant must provide the following required documents prior to contract closing. No financial assistance agreements will be signed by DECD until all required documents have been received, which include the following:

- Environmental reports
- Progress and Fundraising Report
- Administrative and Project Monitoring Plan

#### **PROJECT START/END DATE**

For purposes of this proposal this project will have a start date of July 28, 2015, and any eligible Applicant project expenditures after that date will be permitted as part of the project. The end date of the project will be determined by the most recently approved Project Financing Plan and Budget.

#### **EXPIRATION**

The Applicant must accept this proposal no later than 30 calendar days after the date of proposal. In the event the DECD does not receive the acceptance of this proposal by the aforementioned date, the offer will be considered null and void and withdrawn.

#### **INSTANCES OF DEFAULT**

If funding for the project is approved, the Assistance Agreement between DECD and the Applicant may be subject, but not limited to the following default provisions: breach of agreement, misrepresentation, receivership or bankruptcy, condemnation or seizure, lack of adequate security, violation of terms in other project documents. In addition to repayment in full of the funding, DECD's remedies may include, but not be limited to, the ability to collect an additional 5% in liquidated damages on the total amount of financial assistance, and to charge a 15% per annum rate of interest on financing provided.

#### **CLOSING AND TRANSACTION COSTS**

The Applicant shall be responsible for the payment of all necessary and appropriate costs associated with this transaction, whether or not a closing takes place, including but not limited to the State's attorneys fees and other such costs incurred by the State or associated with securing the State Financial Assistance. Such costs may also include reasonable attorney fees, appraisal costs, and other possible fees and costs related to the closing. No financing will be provided until the Applicant has paid DECD's legal fees.

#### **LABOR COMPLIANCE**

##### **Nondiscrimination**

The Applicant will comply with Connecticut General Statutes section 4a-60, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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.

The Applicant will comply with Connecticut General Statutes section 4a-60a, as may be amended, which prohibits the Applicant from discriminating or permitting discrimination against any person or group of persons on the grounds of sexual orientation.

**Affirmative Action**

The Applicant will comply with Connecticut General Statutes Section 4a-60, which prohibits the Applicant from engaging in or permitting discrimination in the performance of the work involved as well as requires that the company take affirmative action to ensure that all job applicants with job related qualifications are employed and that employees are, when employed, treated in a nondiscriminatory manner.

**Executive Order Number Three**

The Applicant will comply with Executive Order Number Three, which gives the State Labor Commissioner continuing jurisdiction over Agreement performance in regard to nondiscrimination. It empowers the State Labor Commissioner to cancel, terminate or suspend the Assistance Agreement for violation of or noncompliance with the order or any state or federal law concerning nondiscrimination.

<http://www.cslib.org/xeorder3.htm>

**Executive Order Number Sixteen**

The Applicant will comply with Executive Order Number Sixteen, of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workplace Prevention. The Assistance Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

<http://www.ct.gov/governorowland/cwp/view.asp?A=1328&Q=255942&pp=12&n=1>

**Executive Order Number Seventeen**

The Applicant will comply with Executive Order Number Seventeen, which gives the State Labor Commissioner and DECD joint and several jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service. <http://www.cslib.org/xeorder17.htm>

**WITHDRAWAL OF FINANCIAL ASSISTANCE PROPOSAL**

Notwithstanding any other provisions of this proposal, the State, in its discretion, may elect to withdraw this proposal and withhold payment of funds if:

- The Applicant shall have made to the State any material misrepresentation in the project data supporting the funding request, in the application or any supplement thereto or amendment thereof, or thereafter in the agreement, or with respect to any document furnished in connection with the project; or
- The Applicant shall have abandoned or terminated the project, or made or sustained any material adverse change in its financial stability and structure, or shall have otherwise breached any condition or covenant, material or not, in this proposal and/or thereafter in the agreement.



## **ADDITIONAL TERMS AND CONDITIONS**

The Applicant acknowledges that the obligation of DECD to provide the financial assistance set forth herein is subject to the normal State approval process, including but not limited to approval by the State Bond Commission, and may be subject to review and approval of any documentation by the Attorney General as to form and substance.

The State financial assistance will be subject to the standard terms and conditions established by DECD for financial assistance under the Sec. 4-66c of the Connecticut General Statutes. The Applicant will enter into an Assistance Agreement with the State of Connecticut, acting through DECD, which will contain but not be limited to provisions of this proposal, and set forth the terms and conditions of the state financial assistance, and will execute and/or deliver such other documents, agreements, and instruments as DECD may require in connection with the State financial assistance or any required security.

This proposal is not a contract by the State of Connecticut or the Applicant. The State shall not be bound until a contract has all approvals required by law, and is executed in accordance with all applicable State procedures.

## **DECD CONTACTS**

**Development Manager:** Your Development manager is responsible for coordinating all aspects of your project as it moves forward. Please consider the development manager as your main point of contact throughout the life of your project.

**Contact: Christine Marques**

**Phone #: 860-270-8050**

**Community Development Director:** Your Director is also available to you at any time for issues pertaining to all aspects of your project.

**Contact: Nelson Tereso**

**Phone #: 860-270-8213**

**CLIENT OBLIGATION CHECKLIST**

The following is a brief outline of the documents that will be required to be provided by the municipality over the life of the agreement. This is not an attempt to define all of the terms and conditions as outlined in this proposal, but to provide a snapshot of the requirements.

General Requirement	Comment	Y E A R S										Status	
		1	2	3	4	5	6	7	8	9	10		
State Single Audit (if applicable for non-profits/municipalities) – See Schedule B	Due within 180 days of FYE until all project funds are expended	X	X	X									
Quarterly Progress Reports	Due within 30 days after the end of each quarter	X	X	X									



Applicant Initials

9/18/16

Date

**NEXT STEPS**

The enclosed documents, accompanying this financial assistance proposal, must be completed and returned to DECD within thirty (30) calendar days of acceptance of this assistance proposal.

- \* Application
- \* Project Financing Plan and Budget
- \* Corporate Resolution

Please return the signed acceptance letter and initialed Client Obligation Checklist to:

Department of Economic and Community Development  
Office of Capital Projects  
505 Hudson Street  
Hartford, CT 06106

Attn: **Christine Marques**  
**3<sup>rd</sup> Floor**

## **SCHEDULE A**

### **Schedule of Submissions and Approvals required for State Assistance**

The DECD will require the Applicant to provide certain documents prior to the start of construction and through the completion of the project. In addition, DECD will require certain reviews and opportunities for comment during design and construction, through the completion of the project. The following outlines some of these documents and some of the anticipated DECD approvals:

#### **Submissions to DECD – Start of Project to Construction Completion:**

- Schematic Design Plans
- Consultant Contracts
- Consultant Engineering Reports (including civil/site, environmental, geotechnical, and structural).
- CGS 25-68(d) Floodplain Certification Submission (if applicable)
- Appraisal Reports
- Historic and Archeological Surveys, Reports, and Mitigation Deliverables (if applicable)
- Affirmative Action Compliance Reports
- Applicant Bylaws
- Applicant Conflict of Interest Policy
- Cumulative Statement of Program Cost and Project Balance Sheet
- Applicant Single Audit Act Reports
- Third Party Special Inspection Reports
- Monthly Progress Reports by Applicant (format to be approved by DECD)
- Meeting Minutes and Correspondence (between owner, architect, and/or contractor)

**DECD Site Development Involvement:** DECD requires on and off-site project access on regular basis for review of design and construction developments.

#### **Submissions to DECD Upon Completion of Construction:**

- Annual Audit & Management Reports
- Cumulative Statement of Project Cost and Project Balance Sheet
- Certificate of Occupancy (where applicable)
- Record documents (As Builts)
- Certificate of Substantial Completion (AIA form G704)
- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
- Contractor's Affidavit of Release of Liens (AIA form G706A)
- Subcontractors and Suppliers Release or Waiver of Liens
- Consent of Surety Company to Final Payment (AIA G707)
- Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A) Requires DECD concurrence.
- Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703)

If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage can not be paid until 91 days after the date on the Certificate of Substantial Completion.

<b>SCHEDULE B</b>
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**TO:** Municipal or Nonprofit Agency Grantee – DECD Program

**FROM:** Donald LaPointe, Supervising Accountant  
Office of Financial Review

**SUBJECT:** DECD and State Single Audit Submission Requirements

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Pursuant to Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, each municipality, audited agency, tourism district and not-for-profit organization that expends state financial assistance equal to or in excess of three hundred thousand dollars in any fiscal year of such nonstate entity beginning on or after July 1, 2009, shall have a single audit made for such fiscal year in accordance with the provisions of the above-referenced General Statutes. If total state financial assistance expended for the fiscal year is for a single state program, a program-specific audit may be conducted in lieu of a single audit.

Copies of the state single audit report package must be filed with the state grantor agencies, the cognizant agency and pass-through agencies (if applicable). Submission of the report package must be made within 30 days of completion of the audit report, if possible, but no later than six months after the end of the audit period. For recipients with a June 30, 2005 fiscal year end, the filing deadline is December 31, 2005. Cognizant agencies must be notified of the Independent Auditor appointed to conduct the audit. Such notification must be made not later than thirty days before the end of the fiscal year of the entity to be audited.

The Office of Policy and Management is the cognizant agency for municipalities, tourism districts, other quasi-governmental entities and nonprofit organizations under the State Single Audit Act. The Dept. of Economic & Community Development is the cognizant agency for Housing Authorities. Your Cognizant Agency has the authority under C.G.S. Section 7-393 and State Single Audit Regulations to grant an extension for filing an audit report past the statutory deadline. In order for such an extension to be considered, an Audit Submission Extension Request Form must be submitted to the cognizant agency no later than 30 days prior to the required filing date. Both the independent auditor and the Chief executive officer of the audited entity must sign the request. If the reason for the extension relates to deficiencies in the entity's accounting system, a corrective action plan must accompany the request. The request may be faxed to the cognizant agency as indicated on the request form.

The following is a list of the required components of a complete audited financial report package that must be filed by the deadline with your cognizant agency, each State agency that provides funding to you, such as the Dept. of Economic & Community Development, and pass-through agencies (if applicable):

1. The Audit Report on the Financial Statements of the auditee
  2. State Single Audit Report or program-specific audit report (if applicable)
  3. Federal Single Audit Report (if applicable)
-

4. Municipal Audit Questionnaire (Municipalities & Audited Agencies)
5. Management Letter (if applicable)
6. Corrective Action Plan (if applicable)
7. Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

The DECD requires that the DECD Audit Guide must be used in conjunction with a State Single Audit of DECD programs. The only additional requirements are that the DECD programs be tested for compliance with laws and regulations using the compliance supplements contained in Appendix A of this guide and that the financial statement format outlined in Exhibit 4-2 of the guide be followed. The DECD *Consolidated Audit Guide for DECD Programs* is available at the following Website: <http://www.ct.gov/ecd> under Miscellaneous Publications.

State Single Audit Regulation Sec. 4-236-28, states, "In cases of continued inability or unwillingness to have a proper audit conducted of a program in accordance with these regulations, **state agencies** shall consider appropriate sanctions concerning the program including but not limited to:

- (a) withholding a percentage of awards until the audit is completed satisfactorily;
- (b) withholding or disallowing overhead costs; or
- (c) suspending state awards until the audit is completed".

Any nonstate entity, which fails to have the audit report filed on its behalf within six months after the end of its fiscal year or within the time granted by the cognizant agency, may be assessed a civil penalty of not less than \$1,000 but not more than \$10,000.

While these are strong measures and in most instances not needed, they define the measures that state agencies and OPM may take to ensure that those grantees receiving state financial assistance submit timely and appropriate audit reports.

In summary, as a grantee of a DECD program, please file the following documents as applicable with DECD and OPM by the dates indicated:

**File the following with the state grantor agency – [DECD, Office of Financial Review and Special Projects, 505 Hudson Street, Hartford, CT 06106]:**

- *Complete Audit Reporting Package if your entity is subject to filing a State Single Audit (must be submitted within 30 days of completion but no later than the filing period deadline),*
- OR
- *State Single Audit Exemption Notification Form if your entity is exempt from filing a State Single Audit (submit as soon as possible after fiscal year end but no later than six months after your fiscal year end)*

**File the following with your cognizant agency – [OPM, Intergovernmental Policy Division, Municipal Finance Services, 450 Capitol Avenue - MS-54MFS, Hartford, CT 06106]:**

- *Auditor Notification Form* (submit no later than thirty days before the end of the fiscal year of the entity to be audited)
- *Extension Request For Filing Financial and State Single Audits* if the audit cannot be filed by the due date (*submit at least 30 days prior to the end of the six-month filing period*)
- *Complete Audit Reporting Package* if subject to filing State Single Audit (*submit within 30 days of completion but no later than the filing period deadline*),
- *State Single Audit Exemption Notification Form* (submit as soon as possible after fiscal year end if you determine that your organization was not subject to the State Single Audit Act but no later than six months after your fiscal year end)

If you have any questions please contact Steve Pons at (860) 270-8209.

Thank you for your attention to these matters.

Attachments:

- Extension Request for Filing Financial and State Single Audit Form
- Appointment of Auditor Notification Form
- State Single Audit Filing Exemption Notification Form



**EXTENSION REQUEST FOR FILING  
FINANCIAL AND STATE SINGLE AUDITS**

Pursuant to C.G.S. 7-393 and/or S.S.A. Regulation 4-236-25, a \_\_\_\_\_ day extension  
(Number of days)\*  
for filing the \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Audited Financial Statements \_\_\_\_ State Single Audit \_\_\_\_ is  
(Fiscal Year Ended) (Check applicable reports)  
requested until \_\_\_\_ / \_\_\_\_ / \_\_\_\_ for \_\_\_\_\_  
(New filing date) (Name of entity)

Entity Federal Employer Identification Number (FEIN): \_\_\_\_\_

Entity Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person & Title \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Facsimile ( ) \_\_\_\_\_ Email \_\_\_\_\_

**Special Reasons For the Request:**

List State Agency(s) providing funds  
(To be completed by entity receiving funds) \_\_\_\_\_

Requested by:  
*Independent Accountant or Accounting Firm* \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Facsimile ( ) \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_  
Independent Auditor's Signature Date Auditee CEO's Signature Date

Mail or Fax (860) 418-6493 To OPM at least 30 days prior to the end of the 6-month filing period.

<p><b>FOR OPM ACTION ONLY</b></p> <p>Extension Approved _____ Denied _____ Date ____ / ____ / ____ For OPM _____</p> <p>Date Auditor Notified: ____ / ____ / ____ Date State Agencies Notified: ____ / ____ / ____</p> <p>Comments _____</p>
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\* Requests for extensions should not exceed 30 days per request.  
<http://www.opm.state.ct.us/igp/services/Audits.htm>

**APPOINTMENT OF AUDITOR NOTIFICATION**

**To:** *Office of Policy and Management*  
Intergovernmental Policy Division  
Municipal Finance Services  
450 Capitol Avenue – MS-54MFS  
Hartford, Connecticut 06106-1308  
Tel.(860) 418-6400 Fax (860) 418-6493 E-Mail [lori.stevenson@po.state.ct.us](mailto:lori.stevenson@po.state.ct.us)

**From:** Entity Name \_\_\_\_\_  
Entity Address \_\_\_\_\_ Zip \_\_\_\_\_  
Federal Employer Identification Number (FEIN) \_\_\_\_\_  
Chief Fiscal Officer (Municipal) \_\_\_\_\_  
Executive Director (Nonprofit) \_\_\_\_\_  
Telephone (with area code) \_\_\_\_\_ Facsimile \_\_\_\_\_  
Internet E-Mail Address \_\_\_\_\_  
Chair, Board of Directors (Nonprofit) \_\_\_\_\_  
Telephone Number of Bd. Chairman \_\_\_\_\_

The following information is furnished in compliance with Connecticut General Statutes 7-396 and/or 4-232:

1. Independent Accountant or Accounting Firm Performing the Audit:  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Zip \_\_\_\_\_  
State of CT Board of Accountancy CPA Firm Permit to Practice Number \_\_\_\_\_  
Contact Person & Title \_\_\_\_\_  
Telephone (with area code) \_\_\_\_\_ Facsimile \_\_\_\_\_  
Internet E-mail Address \_\_\_\_\_
2. Fiscal Period(s) of Audit From \_\_\_\_\_ To \_\_\_\_\_, From \_\_\_\_\_ To \_\_\_\_\_
3. Appointment Date of Auditor \_\_\_\_\_
4. Name/Title of Appointing Authority \_\_\_\_\_

<http://www.opm.state.ct.us/igp/services/Audits.htm>

[ORGANIZATION'S LETTERHEAD]

STATE SINGLE AUDIT  
FILING EXEMPTION NOTIFICATION

Date: \_\_\_\_\_

Lori Stevenson, Executive Secretary  
Municipal Finance Services  
Office of Policy and Management  
450 Capitol Avenue MS#54MFS  
Hartford, CT 06106-1308

Dear Ms. Stevenson,

This letter is to inform the Office of Policy and Management that for our fiscal year, which ended \_\_\_\_\_, the total expenditures of State financial assistance was less than \$300,000 for any fiscal year beginning on or after July 1, 2009. Total expenditures of State Financial Assistance for all programs was \$ \_\_\_\_\_.

Based on the guidelines of C.G.S. 4-231(b), we are exempt from filing a State Single Audit for this fiscal period. If you have any questions please contact:

Contact Person: \_\_\_\_\_

Name of Nonprofit: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Zip \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Facsimile (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Very truly yours,

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Chief Financial Officer

cc: Donald LaPointe, Supervising Accountant  
Office of Financial Review  
Department of Economic and Community Development  
505 Hudson Street  
Hartford, CT 06106

This form may be returned to OPM by facsimile (860) 418-6493 and DECD by facsimile (860) 270-8200.  
<http://www.opm.state.ct.us/igp/services/Audits.htm>



DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

PROJECT FINANCING PLAN & BUDGET



Initial Submission: X
Revision #:

Form with fields for Applicant (City of Danbury), Project Name (Historic Richter House Renovations), Program Title (Urban Act), Project # (2016034001), Budget Period (28-Jul 2015 to 30-Jun 2017), and housing unit counts.

Table titled 'SOURCES OF FUNDING' with columns for NON-DECD FUNDS (CASH, IN-KIND), DECD FUNDS (GRANT, LOAN), and TOTAL. It shows a grant of \$1,000,000 from DECD.

Approval of the Project Financing Plan and Budget for State Assistance in the amount shown in the above summary and for the time period indicated is hereby requested. It is understood that the project will be operated in accordance with the Project Financing Plan and Budget approved by the Connecticut Department of Economic and Community Development.

Date Submitted: 9/14/2016 Applicant: City of Danbury
Authorized Signature: [Signature] Title: Mayor

FOR INTERNAL USE ONLY

The Project Financing Plan and Budget is hereby approved in the amounts and for the time period indicated.

Date: Signed: Tim Sullivan, Deputy Commissioner
Date: Signed: Catherine H. Smith, Commissioner

Submission Date: _____	Initial Submission: <input checked="" type="checkbox"/> ]	Revision #: _____
Applicant Name: _____	City of Danbury	
Project Name: _____	Historic Richter House Renovations	

Acct. Code	PROJECT INCOME DETAIL	DECD PROGRAM #1	DECD PROGRAM #2	OTHER FUNDS:	TOTAL FUNDS
1310.1	SALE OF LAND OR BLDGS				\$ -
1310.2	RENTAL OF LAND OR BLDGS				\$ -
1310.3	SALE OF SALVAGE OR EQUIP.				\$ -
1310.4	INVESTMENT INTEREST				\$ -
1310.5	SITE NET INCOME				\$ -
1310.6	OTHER PROJECT INCOME				\$ -
	<b>TOTAL PROJECT INCOME</b>	\$ -	\$ -	\$ -	\$ -

Acct. Code	USES SUMMARY	DECD PROGRAM #1	DECD PROGRAM #2	OTHER FUNDS:	TOTAL FUNDS
1405	LAND				\$ -
1410	OTHER DEVELOP EXPENSES				\$ -
1415	ADMINISTRATION	\$ 5,000			\$ 5,000
1420	CARRYING CHARGES				\$ -
1425	ARCHITECTURAL & ENGINEERING			\$ 300,000	\$ 300,000
1430	CONSTRUCTION	\$ 995,000		\$ 200,000	\$ 1,195,000
1435	OTHER WORKING CAPITAL				\$ -
1440	CAPITAL COSTS				\$ -
1445	RESEARCH & DEVELOPMENT				\$ -
1450	FURNISHINGS/EQUIPMENT				\$ -
1455	CONTINGENCY				\$ -
	<b>TOTAL PROJECT COSTS</b>	\$ 1,000,000	\$ -	\$ 500,000	\$ 1,500,000

	USES	DECD PROGRAM #1	DECD PROGRAM #2	OTHER FUNDS:	TOTAL FUNDS
1405	<b>LAND</b>				
1405.1	LAND COST/SITE ACQ				\$ -
1405.2	APPRAISAL FEES				\$ -
1405.3	SITE IMPROVEMENTS				\$ -
1405.4	WATER/UTILITY HOOKUPS				\$ -
					\$ -
					\$ -
					\$ -
	<b>TOTAL LAND</b>	\$ -	\$ -	\$ -	\$ -

1410	OTHER DEVELOPMENT EXPENSES				
1410.1	TRAINING				\$ -
1410.2	DEVELOPER'S FEE				\$ -
1410.3	RELOCATION				\$ -
1410.4	REVOLVING LOAN FUND				\$ -
					\$ -
					\$ -
	<b>TOTAL OTHER DEVELOP EXPENSE</b>	\$ -	\$ -	\$ -	\$ -

Submission Date: _____	Initial Submission: [ x ]	Revision #: _____
Applicant Name: _____	City of Danbury	
Project Name: _____	Historic Richter House Renovations	

Acct. Code	USES	DECD PROGRAM #1	DECD PROGRAM #2	OTHER FUNDS:	TOTAL FUNDS
<b>1415</b>	<b>ADMINISTRATION</b>				
1415.1	SALARIES (complete attached Schedule A)				\$ -
1415.2	ACCOUNTING				\$ -
1415.3	AUDIT				\$ -
1415.4a	LEGAL - Project Site Acquisition Related				\$ -
1415.4b	LEGAL - DECD Contract Related	\$ 5,000			\$ 5,000
1415.4c	TITLE EXAM				\$ -
1415.4d	RECORDING FEES				\$ -
1415.5	TRAVEL				\$ -
1415.6	OFFICE RENT				\$ -
1415.7	PENSION/OTHER FUNDS				\$ -
1415.8	FRINGE BENEFITS				\$ -
1415.9	PAYROLL TAXES				\$ -
1415.10	OFFICE EXPENSE				\$ -
1415.11	COMMUNICATIONS				\$ -
1415.12	ADVERTISING				\$ -
1415.13	INSURANCE				\$ -
1415.14	PLANNING				\$ -
1415.15	MARKETING STUDIES				\$ -
1415.16	CONTRACTUAL SERVICES				\$ -
					\$ -
					\$ -
	<b>TOTAL ADMINISTRATION</b>	\$ 5,000	\$ -	\$ -	\$ 5,000

<b>1420</b>	<b>CARRYING CHARGES</b>				
1420.1	INTEREST EXPENSE				\$ -
1420.2	PROPERTY INSURANCE				\$ -
1420.3	TAXES				\$ -
1420.4	ENVIRONMENTAL INSURANCE				\$ -
1420.5	ACQUIRED PROPERTY OPERATING EXP.				\$ -
					\$ -
					\$ -
	<b>TOTAL CARRYING CHARGES</b>	\$ -	\$ -	\$ -	\$ -

<b>1425</b>	<b>ARCHITECTURAL/ENGINEERING (Attach additional schedules as needed)</b>				
1425.1a	DESIGN CONSULTANT/ARCHITECT			\$ 300,000	\$ 300,000
1425.1b	DESIGN CONSULTANT/ENGINEER				\$ -
1425.2	BORINGS/ TEST PITS/ ENVIRON. TESTING				\$ -
1425.3	SURVEYS AND MAPS				\$ -
1425.4	CONSTRUCTION ADMIN/MGMNT				\$ -
1425.5	CLERK OF THE WORKS				\$ -
1425.6	MATERIALS TESTING				\$ -
1425.7	SUPPLEMENTAL SERV				\$ -
1425.8	ENVIRON. SURVEY/INVESTIGATION				\$ -
					\$ -
					\$ -
	<b>TOTAL ARCHITECTURAL/ENGINEERING</b>	\$ -	\$ -	\$ 300,000	\$ 300,000





**EASEMENTS, DECLARATION OF COVENANTS, AND DECLARATION OF PRESERVATION RESTRICTIONS**

This grant of Easements, Declaration of Covenants, and Declaration of Preservation Restrictions, executed the 17 day of April 2012 by the CITY OF DANBURY (hereinafter referred to as "Grantor") and in favor of the STATE OF CONNECTICUT (hereinafter referred to as "Grantee"), acting by the DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, an agency of the State of Connecticut having its offices at One Constitution Plaza, 2<sup>nd</sup> Floor, Hartford, Connecticut 06103.

WITNESSETH THAT,

WHEREAS, the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of buildings, structures, objects, districts, areas and sites significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and in particular the Grantee has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the site and improvements thereon (hereinafter referred to cumulatively as the "Property") which are described in Exhibits A and B hereof, together with any further exhibits to which Exhibit B may refer, attached thereto and made a part hereof, which site and improvements are hereby declared to be significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantee wishes to protect and further such interest by acquiring legally enforceable rights, running with the land, to ensure that the Grantor and its successors in title to the Property use and maintain said Property in a way which will advance and further such interest; and

WHEREAS, the Grantor likewise has an interest in the maintenance, protection, preservation, restoration, stabilization and adaptive use of the Property, which the Grantor acknowledges to be significant to the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation; and

WHEREAS, the Grantor has represented itself as the owner in fee simple of the Property subject only to the encumbrances recited in Exhibit A hereof; and

WHEREAS, the Grantor wishes to impose certain limitations, restrictions, obligations and duties upon itself as the owner of the Property and on the successors to its right, title or interest thereon, with respect to maintenance, protection, preservation, restoration, stabilization and adaptive use of said Property in order to protect the historical, architectural, archaeological and cultural qualities of the Property; and

WHEREAS, the grant of easements in gross from the Grantor, its heirs, successors and assigns to the Grantee, and the declaration of covenants and preservation restrictions by the Grantor on behalf of itself, its heirs, successors and assigns in favor of the Grantee, its successors and assigns, will assist, advance and protect the interests recited above; and



WHEREAS, among the purposes of this instrument is the purpose of the Grantor to guarantee the preservation of the historical and architectural qualities of the Property, as provided in Section 10-321b(b) of the Connecticut General Statutes and as set forth in Section 10-321b(c) of said Statutes, and to impose on the Property "preservation restrictions" as that term is used in Section 47-42a(b) of the Connecticut General Statutes;

NOW, THEREFORE, the Grantor, declaring its intention that it, its heirs, successors and assigns be legally bound hereby, in favor of the Grantee, its successors and assigns, and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and confirm to said Grantee, its successor's and assigns forever, easements in gross and the benefit of covenants, preservation restrictions and obligations (all as more particularly described herein and in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto and made a part hereof) in and to the Property. The easements, covenants, preservation restrictions, and obligations herein described shall constitute binding restrictions, servitudes and obligations upon the Property of the said Grantor and upon the Grantor and its successors in title and interest for the benefit of the Grantee, its successors and assigns; and to that end the Grantor hereby grants and covenants as follows on behalf of itself, its heirs, successors and assigns, jointly and severally, to and for the benefit of the Grantee, its successors and assigns, it being the intent of the Grantor and Grantee that said grants and covenants shall run as a binding servitude with the land:

1. The Grantor agrees to assume and pay the total costs of the continued maintenance, good and sound repair, and administration of the Property, whether now existing or henceforth constructed, so as to preserve and maintain the historical, architectural, archaeological and cultural qualities of the same for a period of 15 years in a manner satisfactory to the Grantee, its successors and assigns. For this purpose, the historical, architectural, archaeological and cultural qualities of the Property shall be deemed to be those qualities described in Exhibits A and B hereof.

2. Without express prior written permission of the Grantee, signed by its duly authorized representative, or the express written permission of the Grantee's successors or assigns, signed by their duly authorized representative or representatives, no building or other structure or improvement shall be built or maintained on the Property site other than those buildings, structures and improvements which are as of this date located on the site, as shown in Exhibits A and B hereof, together with any further exhibits to which Exhibits A and B may refer, attached hereto and made a part hereof; and no alteration or any other thing shall be undertaken or permitted to be undertaken on said site which would affect more than marginally and insignificantly the appearance or the historical, architectural, archaeological and cultural qualities of the Property; PROVIDED, HOWEVER, that the maintenance, repair and preservation of the Property may be made without the written permission of the Grantee or its successors or assigns, and PROVIDED FURTHER,

HOWEVER, that the Grantor may and shall, at its own expense, restore the existing buildings, structures and improvements on the Property site as provided in Exhibit B hereof, together with any further exhibits to which Exhibit B may refer, attached hereto. The express prior written permission of the Grantee or its successors or assigns as provided in this Section 2 shall not be unreasonably withheld. Upon written request for such permission submitted via certified mail, return receipt requested by the

then owner or owners of the Property site and the buildings, structures and improvements thereon, the Grantee, or its successors or assigns, shall act upon such request within ninety days of the receipt thereof, and if such request for permission is not denied in writing mailed to the said requesters at the address or addresses set forth in the request within said ninety days, such request shall be deemed approved and such permission shall be deemed granted.

3. The Property shall not be subdivided.

4. Representatives of the Grantee may inspect the Property at reasonable intervals upon reasonable notice to the possessor thereof in order to determine whether or not the covenants, restrictions, agreements and obligations recited herein are being adhered to and observed.

5. In the event of the nonperformance or violation of any duties of the Grantor, its successors, heirs or assigns, under any easement, covenant or preservation restriction provided herein, the Grantee may sue for money damages. In addition, the Grantee may institute suit to enjoin such violation and to require the restoration of the Property site, buildings, structures, or improvements thereon to the condition required by this instrument and the attachments hereto. In addition, representatives of the Grantee may do whatever is reasonably necessary, including entering upon the Property, in order to correct any such nonperformance or violation, and the Grantee may then recover the cost of said correction from the then owner or owners of the Property, site, buildings, structures and improvements. Should the Grantee resort to any of the remedies set forth in this paragraph, it may recover from the legally responsible parties all costs and expenses incurred in connection with such remedies including, but not limited to, court costs and reasonable attorney's fees.

6. The Grantee may assign the benefit of the easements, covenants, restrictions, obligations and duties set forth in this instrument to another governmental body or to any charitable corporation or trust among the purposes of which is the maintenance and preservation of buildings, structures and sites significant in the history, architecture, archaeology or culture of the State of Connecticut, its municipalities or the nation, and such assignee may act under this instrument in the same way that the Grantee would have acted, and such assignee shall have a like power of assignment.

7. Without the express prior written permission of the Grantee, its successors or assigns, the Property shall be used for the following purposes and no other

#### Arts and Musical Events

The procedure for the requesting and granting of such express prior written permission under this section 7 shall be the same as that set forth in Section 2 of this instrument and such permission shall not be unreasonably withheld.

8. The Grantor covenants for itself, its heirs, successors and assigns that the Property shall be open to the public for viewing of its exterior and interior(s) at least twelve days a year on an equitably spaced basis between the hours of 7 pm – 11 pm on weekdays and 10 am – 9 pm on weekends during March - September and at other times by appointment.

The Grantor shall publish notices, giving dates and times when the Property will be open to the public, in newspapers of general circulation in the community or area in which the Property is located. Documentation of such notices will be furnished annually to the State Historic Preservation Officer during the term of this covenant, easement and preservation agreement. No charges shall be made for the privilege of such viewing except to the extent that such charges have been approved in advance and in writing by the duly authorized representative or representatives of the Grantee. The procedure for submitting and responding to any request to the Grantee or its successors or assigns for permission to make such charges (which request shall include a proposed schedule of such charges) shall be the same as the procedure set in Section 2 of this instrument.

9. The Grantor, its heirs, successors and assigns, shall maintain for the Property such public liability and fire and extended coverage insurance, and flood insurance if the same is available, as shall, from time to time, be required by the Grantee, its successors or assigns, and shall provide them with satisfactory evidence of such insurance. It is contemplated by the parties hereto that the proceeds of such fire and extended coverage and flood insurance shall be used to repair and restore the Property site, buildings, structures and improvements should they be damaged or destroyed by any peril which the Grantor, its successors, heirs and assigns are required to insure against or which they have insured against. To the extent that the Property is destroyed or damaged by any casualty which the Grantor or its heirs, successors or assigns are not required to insure against and have not insured against, the Grantee, its successors and assigns shall have none of the remedies set forth out in Section 5 of this instrument for failure to repair such damages. The Grantor, its heirs, successors and assigns shall also maintain sufficient liability insurance to render the Grantee, its successors and assigns, harmless in any action arising from the acquisition, restoration, operation, maintenance, alteration or demolition of the Property or any portion of the Property, and shall provide them with satisfactory evidence of said insurance.

10. The Grantor warrants and represents that it is the owner in fee simple of the Property and all appurtenances thereto, and no other person or entity has any Interest therein, except as set forth in Exhibit A hereof.

11. The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)] and Section 504 of the Rehabilitation Act of 1973 [29 USC Section 794]. These laws prohibit discrimination on the basis of race, religion, national origin, or handicap. In implementing public access, reasonable accommodation to qualified handicapped persons shall be made in consultation with the Grantee. The Grantor, its heirs, successors and assigns agree that discrimination on the basis of race, color, national origin or disability will not occur in implementing public access provisions in accordance with 43 CFR 17.260.

12. The Grantor agrees and covenants that the provisions of this instrument will be inserted by it into any subsequent deed or instrument of conveyance whereby it transfers title to or any interest in the Property or any portion of the Property.

13. Wherever the context of this instrument would reasonably be deemed to so require, any gender shall include any other gender, the plural shall include the plural.

14. The rights, remedies, privileges, duties and obligations of this instrument shall inure to the benefit of, and be binding upon, as the case may be, the heirs, successors and assigns of the Grantor and Grantee, and the duties set forth herein shall run with the land, except that the provisions of the first sentence of the second paragraph of Section 2 shall not run with the land.

15. The easements, covenants and restrictions set forth herein shall terminate fifteen (15) years from the date of this instrument, but such termination shall not affect rights accrued under this instrument prior to such termination.

Signed, sealed and delivered in the presence of:

Grantor Name: CITY OF DANBURY

Elisa Munoz  
Witness Name

By: [Signature]  
Name: Mark D. Boughton  
Title: Mayor

Robin Shepard  
Witness Name: Robin Shepard

STATE OF CONNECTICUT )  
 ) ss. Danbury  
COUNTY OF FAIRFIELD )

On this 16<sup>th</sup> day of April, 2012, before me, the undersigned officer, personally appeared Mark D. Boughton, who acknowledged himself to be the Mayor of the City of Danbury and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the City of Danbury, by signing the name of the corporation as such Mayor.

In witness whereof, I hereunto set my hand.

Robin A Shepard  
~~Commissioner of the Superior Court~~/Notary Public  
Comm expires 03/31/2016

STATE OF CONNECTICUT BY THE  
CONNECTICUT DEPARTMENT OF  
ECONOMIC AND COMMUNITY  
DEVELOPMENT

Leigh Johnson  
Witness Name  
Leigh Johnson  
Witness Name: German Rivera

By: [Signature]  
Name/Title: Christopher Bergstrom  
Deputy Commissioner

STATE OF CONNECTICUT )  
 ) ss. City of Hartford  
COUNTY OF HARTFORD )

On this 18<sup>th</sup> day of April, 2012, before me, the undersigned officer, personally appeared David Bahlman, who acknowledged that he is the State Historic Preservation Officer of the CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT and that he, as Such State Historic Preservation Officer, being authorized so to do, executed the foregoing instrument for the State of Connecticut by signing his name as such State Historic Preservation Officer.

In witness whereof, I hereunto set my hand.  
Leigh Johnson  
Commissioner of the Superior Court  
Name

**LEIGH JOHNSON**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES OCT. 31, 2012

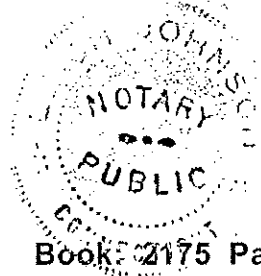


EXHIBIT A

Exhibit A to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, ECLARATION OF PRESERVATION RESTRICTIONS, executed on the 17 day of April 2012, by the CITY OF DANBURY and the STATE OF CONNECTICUT, acting by the CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT and made a part thereof.

The property encompassed by the term of this Preservation Restriction includes all the land with the buildings, structures and appurtenances thereon commonly known as the Richter House.

All that certain piece or parcel of land, with the buildings and improvements thereon, situated in the City of Danbury, County of Fairfield and State of Connecticut, shown and designated on a certain map entitled "Map Showing A Portion of Property of Irene Myers Richter, Located on Aunt Hack Road, Town of Danbury, Connecticut, Scale 1" = 20', dated September 5, 1962", which map is certified substantially correct by Donald T. Hambidge, R.L.S., and which map is recorded in the Office of the Town Clerk of the City Danbury. Said premises are more particularly bounded and described as follows:

Beginning at a point on the Westerly line of Aunt Hack Road, said point being the Southeasterly corner of the within described parcel, which point is 334 feet, more or less, Northerly as measured along said Westerly line of Aunt Hack Road from the Northeasterly corner of land now or formerly of Gladys Howell (said Gladys Howell land now being known as Aunt Hack Ridge Estates); thence running along land now or formerly of Irene Myers Richter, being contained in the herein above described premises, the following courses and distances S 81° 30' 00" W 200.46 feet to an iron pin in a stonewall; N 9° 22' 20" W 188.08 feet to an iron pin; N 75° 38' 05" E 179.76 feet to an iron pin in a stonewall at the westerly line of aforesaid Aunt Hack Road; and thence running along the stonewall bounding the said westerly line of aforesaid Aunt Hack Road S 15° 16' 10" E 207.88 feet to the point of beginning. Containing 0.862 acre.

Said premises are also known as 84 Aunt Hack Road, Danbury, Connecticut.

SUBJECT TO:

1. Building lines, if established and any and all provision of any ordinance, municipal regulation or public or private law;
2. Taxes on the Grand List of October 1, 1997 hereinafter due and payable;
3. Reservations as set forth in a deed dated May 3, 1968 and recorded in Volume 460 at Page 396 of the Danbury Land Records;
4. Easement in favor of The Danbury and Bethel Gas and Electric Light Company dated August 19, 1939 and recorded in Volume 204 at Page 218 of the Danbury Land Records.

As recorded in Volume 1256, Page 296 of the Danbury Land Records.

EXHIBIT B

Exhibit B to an instrument entitled: EASEMENTS, DECLARATION OF COVENANTS, DECLARATION OF PRESERVATION RESTRICTIONS, executed on the 11 day of April 2012, by the CITY OF DANBURY and the STATE OF CONNECTICUT, acting by the CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT and made a part thereof.

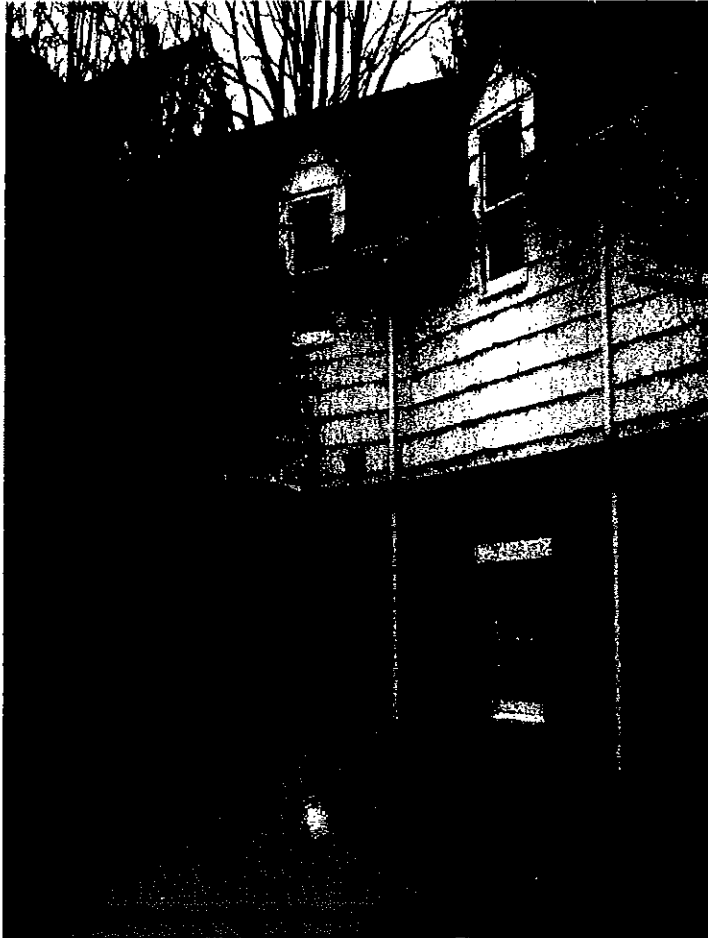
MAINTENANCE STANDARDS FOR THE RICHTER HOUSE

The Stanley Lasker Richter House is a former residence which is currently being used by the Richter Memorial Park Authority as an arts and performance center. The sprawling house sits on a subtle rise about 100 feet back from Aunt Hack Road. Part stone, shingle, and board sided, the house, built around 1918, became the home of Stanley Lasker and Irene Richter in 1937. In 1968 Mrs. Richter gifted the property to the City of Danbury. Architecturally, the house is Colonial Revival style and incorporates details of other styles.

Attached hereto and made a part hereof is a photograph of the exterior showing the present appearance of the Richter House.

Work was performed to make the Richter House completely weather tight by redirecting drainage, replacing the roof and gutters, repairing the masonry and restoring the windows.

The Grantors herein will preserve and maintain the structure as described in good condition during the life of this Preservation Restriction.



Received for Record at Danbury, CT  
On 04/24/2012 At 11:19:35 am

*Terri A. Boback*



**IMPORTANT NOTE:**  
 LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND SUBJECT TO THE NEARLY OF LOCATION MADE. ADDITIONAL UTILITIES MAY EXIST. PRIOR TO ANY EXCAVATION OR CONSTRUCTION CONTACT "CALL BEFORE YOU DIG" 1-800-922-4455

NOW OR FORMERLY  
 CITY OF DANBURY  
 STANLEY LASKER RICHTER MEMORIAL PARK  
 ASSESSORS LOT C10008  
 VOL.460 PG.400, PARCEL 1  
 T.C. MAP NO.601

NOW OR FORMERLY  
 CITY OF DANBURY  
 STANLEY LASKER RICHTER MEMORIAL PARK  
 ASSESSORS LOT C10006  
 VOL.460 PG.400, PARCEL 1  
 T.C. MAP NO.601

MUNICIPAL LOT  
 (SEE NOTE #6)  
 143,439 SQ. FT. ~ 3.29 ACRES

RECEIVED AND FILED  
 TOWN CLERK'S OFFICE  
 DANBURY, CONN.  
 MAY 10 2017  
 12:47 Block Map #13412  
 Town Clerk

**13412**

This does not constitute a subdivision or resubdivision under Section 8-18 of the Connecticut General Statutes. Approved for filing by Planning Dept.  
 May 2 2017  
 Date

ZONING INFORMATION TABLE	ZONE: RA-80	
	PERMITTED	PROPOSED
MINIMUM LOT AREA (S.F.)	80,000	143,439
MINIMUM LOT WIDTH (FT.)	150	301.61
MINIMUM FRONT YARD (FT.)	50	174.7
MINIMUM SIDE YARD (FT.)	40	79.4
MINIMUM REAR YARD (FT.)	40	178.7
MAXIMUM BUILDING HEIGHT (FT.)	35	29.9'
MAXIMUM BUILDING COVERAGE (%)	15	2.6
<b>DETACHED ACCESSORY CRITERIA</b>		
MINIMUM SIDE YARD (FT.)	30	52.4
MINIMUM REAR YARD (FT.)	30	31.3

PROPOSED PARCEL IS IN A CLASS 1 WATERSHED AREA

**OWNERSHIP NOTE:**  
 OWNER OF RECORD: THE CITY OF DANBURY  
 VOL.460 PG.400, PARCEL 1 AND MAP NO. 601 OF THE DANBURY LAND RECORDS.

- NOTES:**
1. REFERENCE MADE TO MAP NO. 601 AND 4167 OF THE DANBURY LAND RECORDS.
  2. MONUMENTS FOUND OR SET DEPICTED HEREON.
  3. SUBJECT TO EASEMENTS OF RECORD, IF ANY.
  4. ACTUAL FIELD SURVEY PERFORMED BY THIS OFFICE DECEMBER 15, 2016 FOR AREA DEPICTED HEREON, UNLESS OTHERWISE NOTED.
  5. UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORD MAPPING SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENTAL AGENCIES, FROM PAROL TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE, ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE, THE EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG 1-800-922-4455.

**NOTE:**  
 THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300B-1 THROUGH 20-300B-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS A ZONING LOCATION SURVEY BASED ON A RESURVEY CONFORMING TO HORIZONTAL ACCURACY OF A CLASS A2 SURVEY.

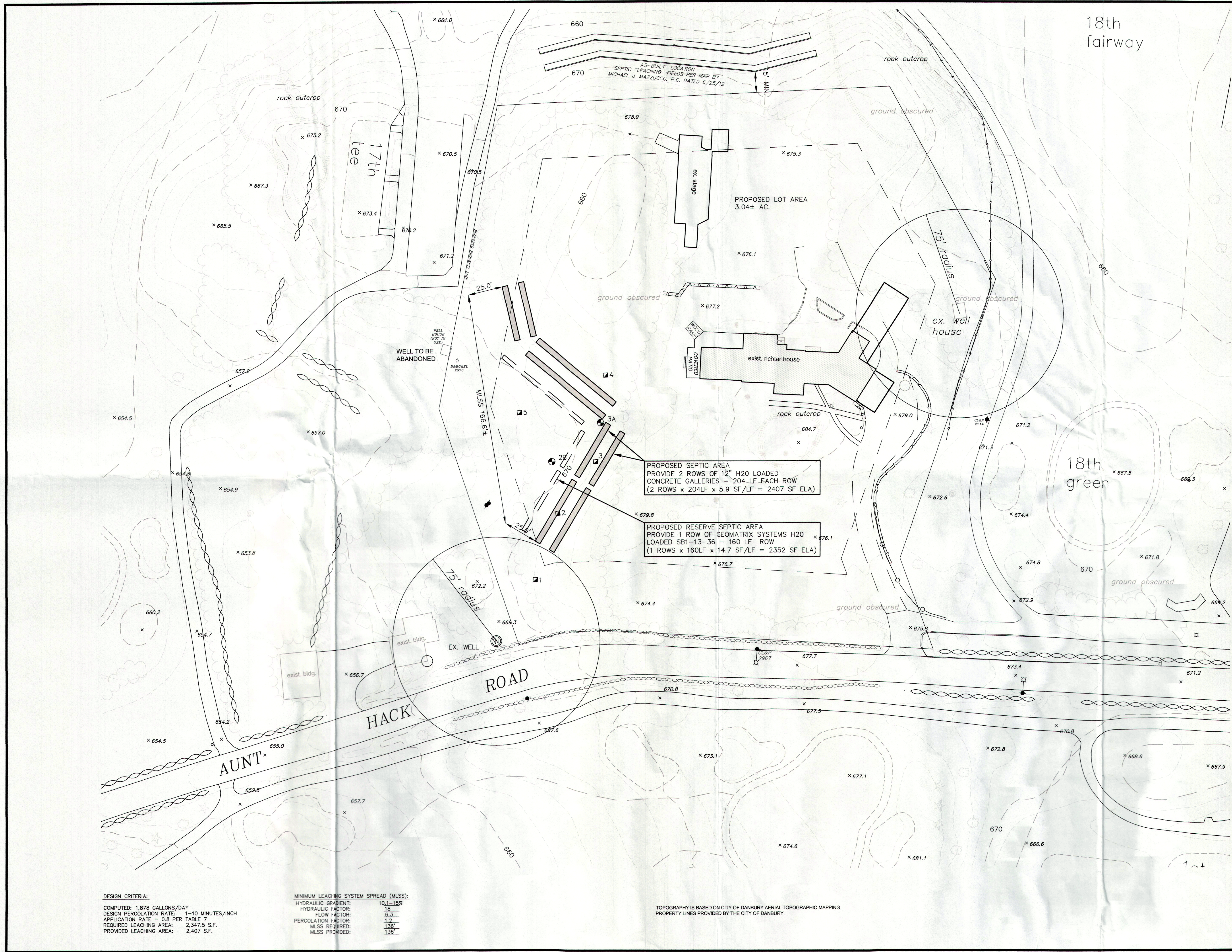
TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

ORIGINAL INK  
 DRAWING PRODUCED  
 BY  
 ENGINEERING DEPT.  
 CITY OF DANBURY

NOW OR FORMERLY  
 CITY OF DANBURY  
 ASSESSORS LOT C11001  
 VOL.1256 PG.296, T.C. MAP NO.4157

CITY OF DANBURY  
**ENGINEERING DEPARTMENT**  
 ZONING LOCATION SURVEY  
 PREPARED FOR  
 THE CITY OF DANBURY  
 SHOWING A PORTION OF  
 STANLEY LASKER RICHTER MEMORIAL PARK  
 100 AUNT HACK ROAD DANBURY, CONNECTICUT  
 ASSESSORS LOT ~ C10008 TOTAL AREA: 63.05 ACRES  
 SCALE: 1" = 20' ZONE: RA-80 APRIL 26, 2017





**DEEP HOLE & PERCOLATION TEST RESULTS**

AUGUST 30, 2010

**DEEP HOLE #1**  
 0-12" TOPSOIL, MEDIUM/LARGE COBBLES  
 12-33" ORANGE BROWN FINE SILTY SANDY LOAM, MEDIUM/LARGE COBBLES  
 33-50" GREY BROWN MEDIUM COURSE SAND AND SMALL STONE  
 NO WATER  
 NO LEDGE @ 50"  
 NO MOTTLING  
 ROOTS @ 30"

**DEEP HOLE #2**  
 0-4" TOPSOIL  
 4-8" ORANGE BROWN FINE SILTY SANDY LOAM (MEDIUM/LARGE COBBLES)  
 8-74" GREY MEDIUM COURSE SAND AND SMALL STONE  
 74-88" BROWN RED SILTY SANDY LOAM  
 NO WATER  
 NO LEDGE @ 50"  
 NO MOTTLING  
 ROOTS @ 30"

**DEEP HOLE #3**  
 0-20" TOPSOIL  
 20-39" ORANGE BROWN FINE SILTY SANDY LOAM (MEDIUM/LARGE COBBLES)  
 39-98" GREY MEDIUM COURSE SILTY SAND (MEDIUM/LARGE COBBLES)  
 NO WATER  
 NO LEDGE @ 58"  
 NO MOTTLING

**DEEP HOLE #4**  
 0-10" TOPSOIL  
 10-36" ORANGE BROWN FINE SILTY SANDY LOAM  
 36-76" GREY BROWN SAND AND SMALL STONE  
 NO WATER  
 ROOTS @ 34"  
 LEDGE @ 76"  
 RESTRICTIVE @ 40"

**DEEP HOLE #5**  
 0-31" MISCELLANEOUS FILL  
 31-42" ORIGINAL TOPSOIL  
 42-55" ORANGE BROWN FINE SILTY SANDY LOAM  
 55-95" GREY MEDIUM COURSE SILTY SAND WITH SMALL STONE, FIRM  
 NO WATER  
 NO LEDGE @ 88"  
 RESTRICTIVE @ 67"

**PERC 3A: 28" DEEP**  
 1" IN 8.88 MINUTES  
 0 12 3/8"  
 10 16 1/2"  
 20 19 1/8"  
 30 20 3/4"  
 40 22 3/8"  
 50 23 5/8"  
 60 DRY

**PERC 2B: 28" DEEP**  
 1" IN 4.44 MINUTES  
 0 11"  
 10 19 3/8"  
 20 REFILL 9 5/8"  
 30 17 1/8"  
 40 19 3/8"  
 50 DRY

**Estimated Sewer Usage Flows**

Richter House  
 100 Aunt Hack Road, Danbury, Connecticut  
 3/15/17

Outside Theater  
 353 seats 3.5 gallons/seat  
 per DPH design flows 1235.5 gallons/day

Peak flow over 3 days - 892.5 gallons/day  
 From attendance records 2014-2016  
 Highest average July 10-12, 2016  
 206 tickets 3.5 gallons/seat  
 300 tickets  
 259 tickets  
 892.5 gallons/day

Richter House	Proposed Occupancy	Existing Occupancy	5 gallons/day per occupant/seat	gallons/day
Performance Room	42	42 (Social event meals served)		
Gallery	13	13		
Foyer	13	13		
Library	11	11		
Dance Studio	17	10		
Concession Stand	10	0		
Kitchenette	3	3		460 gallons/day
	109	92		545 with additio
2 Bedroom		1	150/day/bedroom	300
Office Space	1,386 sf		20 gallon/200 sf	140
				985 Gallons per day

RECEIVED  
 APR 25 2017  
 ENGINEERING DEPT.

DATE DESCRIPTION

PRELIMINARY SEPTIC SYSTEM PLAN  
 PREPARED FOR  
**THE RICHTER HOUSE**  
 100 AUNT HACK ROAD  
 DANBURY, CONNECTICUT

60' 0 30' 60' 120'

**CCA LLC**  
 ENVIRONMENTAL - CIVIL - ENGINEERING - SURVEYING

Date: 4-25-17  
 Scale: 1"=30'  
 Proj. No.: 09-816  
 File No.: 3381  
 Acad No.: 09816-S  
 Sheet: 1 OF 1  
 Drawn by: SCS/NL

40 Old New Milford Road  
 Brookfield, CT 06804  
 (203)775-6207  
 www.ccaengineering.com

© COPYRIGHT ALL RIGHTS RESERVED

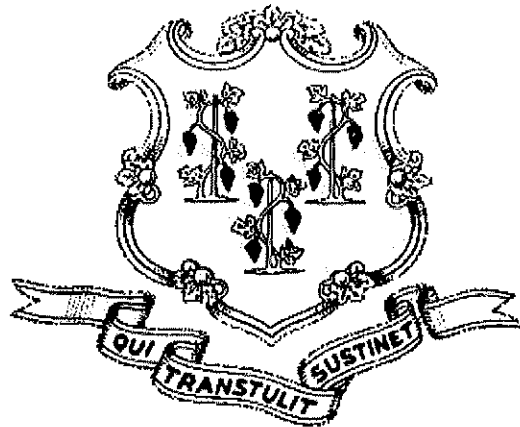
**DESIGN CRITERIA:**  
 COMPUTED: 1,878 GALLONS/DAY  
 DESIGN PERCOLATION RATE: 1-10 MINUTES/INCH  
 APPLICATION RATE = 0.8 PER TABLE 7  
 REQUIRED LEACHING AREA: 2,347.5 S.F.  
 PROVIDED LEACHING AREA: 2,407 S.F.

**MINIMUM LEACHING SYSTEM SPREAD (MLSS):**  
 HYDRAULIC GRADIENT: 10.1-15%  
 HYDRAULIC FACTOR: 18  
 FLOW FACTOR: 6.3  
 PERCOLATION FACTOR: 1.2  
 MLSS REQUIRED: 136  
 MLSS PROVIDED: 136

TOPOGRAPHY IS BASED ON CITY OF DANBURY AERIAL TOPOGRAPHIC MAPPING.  
 PROPERTY LINES PROVIDED BY THE CITY OF DANBURY.



**STATE OF CONNECTICUT  
DEPARTMENT OF ECONOMIC  
AND COMMUNITY DEVELOPMENT**



**BIDDING, CONTRACTING & CONSTRUCTION GUIDELINES  
FOR STATE PROGRAMS**

**Revision: November 2011**

**CATHERINE H. SMITH  
COMMISSIONER**

**RONALD F. ANGELO, JR.  
DEPUTY COMMISSIONER**

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**1. CATEGORIES OF WORK**

- a) Emergency Work: Public Health and Safety remedial construction
- b) Minor Construction/Renovation: Single trade tasks and/or non-complex construction with a total value of \$100,000 or less.
- c) Major Construction/Renovation: multiple-interrelated trade tasks and/or complex construction with a total value of over \$100,000.

**2. CONFLICT OF INTEREST NOTICE**

Members and relations of the governing body and/or staff of the grantee shall be prohibited from receiving contracts for material or services related to the Construction/Renovation.

**3. BID PACKAGE SUBMISSION REQUIREMENTS:**

- a) All construction plans, specifications, and instructions to bidders must be prepared by a licensed professional engineer or architect.
- b) A draft bid package, including plans and specifications must be submitted to the Department of Economic and Community Development (DECD) for review not less than two weeks prior to advertisement. The project design professional should submit a project cost estimate as part of the package.
- c) Where applicable, CONNDOT Form 814A, 815 or 816 are suitable substitutes for construction and material specifications.
- d) The Bid Package must include the attached document "CHRO Contract Compliance Regulations Notification to Bidders" form.
- e) The Bid Package should clearly state the terms and conditions for bidding the project including the submission of the "CHRO Contract Compliance Regulations Notification to Bidders" form. Bids not including this form should be considered incomplete and rejected.
- f) DECD must approve any exemption from the bidding process for Emergency Work.

**4. BIDDING, CONTRACTING & CONSTRUCTION REQUIREMENTS FOR STATE PROGRAMS AT \$250,000 OR LESS**

Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. Unless specifically waived by DECD, the grantee's design professional must have the proper professional credentials, i.e. professional engineer or registered architect. It will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and

close-out phase of the project. The grantee will be required to provide the DECD with the following signed certification documents before the Assistance Agreement Contract between the DECD and the grantee is executed:

- a) Construction Bid Package, Drawings, and Specifications Compliance Certification (page 23)
- b) Construction Monitoring & Close-out Compliance Certification (page 24)

If the grantee has any questions, concerns, comments regarding this process or needs assistance in carrying out these requirements, please feel free to contact DECD's Technical Support Hotline at (860) 270-8249.

5. **PREDEVELOPMENT PHASE REQUIREMENTS**

- a) **Floodplain** - The FEMA Flood Insurance Rate Map (FIRM) of the project boundary must be reviewed by the project design professional during the design phase. If the project proposes an activity within or affecting a floodplain or that impacts storm drainage facilities, the DECD must submit a Flood Management Certification to DEP (C.G.S. 25-68b through 25-68h). The grantee's design professional will be responsible for preparing the application and submission to DECD for review and subsequent certification to DEP. DECD will not approve or fund any construction activities until certification has been accepted by the DEP. When Flood Management Certification is required, it must be approved prior to the completion of the bid package.
- b) **Historic Considerations** – Projects involving the renovation, rehabilitation, or additions to Historic buildings or sites will require consultation with the State Historical Preservation Commission (SHPO). Documentation of such consultation and approval by SHPO will be required.
- c) **Hazardous Materials** – It is the grantee's responsibility to investigate the possible existence of hazardous materials and evaluate their impact on the proposed project. Hazardous materials include, but are not limited to, lead based paint, asbestos containing materials, PCBs etc. If hazardous materials are present on the project site or in existing buildings, appropriate mitigation, remediation must be included in the scope of work, plans and specifications.
- d) **Approvals** – The grantee shall review any factors in conflict with the use of the site or the planned project on the site to be developed or rehabilitated (e.g. building lines, zoning regulations, local ordinances, codes or other pertinent regulations or restrictions). Particular attention should be given to projects that will involve a change in use. The grantee shall obtain all necessary local, state, federal and utility companies' approvals and any special permits, variances or waivers that may be required.

**6. ADVERTISING YOUR PROJECT**

- a) Notify DECD of the Bid Opening date, time, and location as soon as it is determined.
- b) DECD grantee must run a notice in the Public Notices section of one newspaper with broad circulation such as the Hartford Courant, Waterbury Republican, Bridgeport Post, New Haven Register, Norwich Bulletin, or the Stamford Advocate. The ad must end with the following statement:

“An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.”
- c) The notice must run for at least two (2) days.
- d) DECD recommends but does not require the applicant also run a notice in the Public Notices section of a local newspaper. Trade media may also be used for placing project notices. Examples of such media are below.
  - 1) F.W. Dodge Reports (1-800-393-6343); or [www.dodge.construction.com](http://www.dodge.construction.com)
  - 2) New England Construction News/CDC News (888-281-5593), or [www.cdcnews.com](http://www.cdcnews.com)
  - 3) The Blue Book [www.thebluebook.com](http://www.thebluebook.com)
- e) In cases where the total project cost is below \$100,000, bids may be solicited by letter, fax or email. However, the DECD grantee must solicit at least three quotations for such project.
- f) Please refer to the DECD Competitive Bidding Guidance for Economic Development Projects (Attachment A) for additional information to determine whether a project's construction contract needs to be publicly advertised for competitive bidding.

**7. MATERIAL AND SERVICES**

- a) Many State Department of Administrative Services (DAS) service contracts are available to municipalities for use at the following site:  
[http://www.biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=1](http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1)
- b) In cases where the total estimated material cost is below \$25,000, fax, email or letter solicitation for prices is acceptable. However, the DECD grantee must solicit at least three quotations for material.

**8. CHRO REQUIREMENTS**

- a) The grantees and their contractors will need to comply with 4a-60 and 4a-60a of the Connecticut General Statutes (C.G.S.) and Sections 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies. The above statutes and regulations require the grantee to “aggressively solicit the participation of

legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” on projects. Consult your Architect or call the Project Manager for assistance.

- b) All bidders must complete, sign, and return the “CHRO Contract Compliance Regulations Notification to Bidders” form to the grantee at the time of bid opening. Bids not including this form should be considered incomplete and rejected. This form is attached, and can also be found at:  
<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>
- c) Federal Financing (EDA, UD, CDBG, etc.) carries its own Minority/Women's contracting requirements. The DECD grantee must comply. The granting sources will provide instructions.

**9. BONDS/CERTIFIED CHECKS**

**a) Municipalities**

- 1) Municipalities must require bid bonds (5% minimum) for contracts exceeding \$50,000 or subcontracts exceeding \$50,000 (C.G.S. 49-41).
- 2) Municipalities must require a Performance Bond for contracts exceeding \$25,000 or a subcontract exceeding \$50,000 (C.G.S. 49-41).
- 3) Municipalities must require a Labor & Material Payment Bond for contracts exceeding \$100,000.
- 4) If a construction manager is employed, each subcontract exceeding \$100,000 shall be bonded or a certified check required.

**b) Private Non-Profit Projects**

- 1) Where the general contract exceeds \$100,000, the grantee shall require bid bonds or certified checks from the general contractor.
- 2) Contracts less than \$100,000;
  - The grantee shall negotiate a payment schedule with the contractor. The payment schedule shall ensure that the contractor has provided the grantee with sufficient guarantees to ensure project completion.
  - The grantee shall secure lien waivers if Subcontractors are employed. Consult your architect.
  - The grantee shall provide written notification to the DECD in order to meet these requirements for contracts less than \$100,000.



**10. INSURANCE**

- a) The project's Assistance Agreement between the DECD and the Grantee should be followed for insurance requirements.
- b) Contractor's Certificate of Insurance shall be required. The grantee is responsible for insuring that the levels are adequate.
- c) State of Connecticut shall be listed as an additional insured.
- d) Builder's Risk Insurance should be obtained either through the general contractor or grantee's agent. A copy of the Builder's Risk Certificate should be provided to DECD with the State of Connecticut listed as A.T.I.M.A.
- e) The DECD grantee Liability Insurance should be checked, especially if clients will be receiving services at the facility while construction is taking place. The grantee should ensure the existing coverage is adequate. If not, a rider should be secured.
- f) The "Hold Harmless" endorsement of the insurance shall include the interest of the municipality and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named. This policy shall insure against all risks of physical damages except as modified by the contract documents and subject to the normal all risk exclusions.

**11. WAGE RATES**

- a) Municipal grantees shall pay the prevailing wage rates on projects: (a) where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction is \$400,000 or more; and (b) where the total cost of all contractors and subcontractors for remodeling, refurbishing, rehabilitation, and repair is \$100,000 or more (C.G.S. 31-53(g)). The State Department of Labor's Wage and Workplace Standards Division (860-263-6549) will assist the DECD grantee in determining the prevailing wage rate.
- b) Where federal funds are involved, Davis-Bacon Act rates may apply. Consult funding source.

**12. PREQUALIFYING BIDDERS**

- a) Municipal contracts for the construction or renovation of a public works project, where the estimated value is \$500,000 or greater, may need to comply with C.G.S. Sec. 4b-91. In such cases the contractors must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS).
- b) It is permissible to use AIA form A305, Contractor's Qualification Statement, as a prerequisite to bidding, provided prequalification does not prevent minority/women owned firms from bidding. Consult your architect.

**13. CONSTRUCTION MANAGERS IN PLACE OF GENERAL CONTRACTORS**

The DECD grantee may employ a construction manager, but if this management method is used, each subcontract must be bid employing the same procedures outlined above with a minimum of three bids for each subcontractor, advertising for each and compliance with minority regulations. Any specific construction trade work to be conducted by the construction manager requires DECD pre-approval.

**14. DOCUMENTS TO BE FORWARDED TO DECD AT COMPLETION OF BIDDING:**

- a) Completed bid tabulation and a complete copy of the three lowest responsive bids.
- b) Signed copies of the "CHRO Contract Compliance Regulations Notification to Bidders" form from the three lowest responsive bids.
- c) Copies of the bid bonds/certified checks from the three lowest responsive bidders.
- d) A copy of advertisements soliciting bids and/or publisher's affidavit from newspapers.
- e) A final copy of bid addendums (if any).
- f) Project design professional's letter of recommendation and grantee's letter of award for acceptance of the lowest responsible bidder.

**15. SELECTING THE GENERAL CONTRACTOR**

- a) Lowest Responsible and Qualified Bidder: As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DECD of the reasons for the rejection and request DECD concurrence. The Commissioner of DECD shall at his/her discretion either approve or deny the grantee's rejection. The grantee agrees to hold DECD harmless from any and all claims by rejected bidders.
- b) Competitive Bidding - Contracts greater than \$100,000 for DECD-sponsored projects: The grantee will give full opportunity for free, open and competitive bidding for each contract calling for installation, construction, reconstruction, demolition, removal, site improvement work or other similar work. The grantee will ensure the advertisement or call for bids for each such contract and will provide adequate competition. The award of such contract, when made, will be made by the grantee as soon as practicable to the lowest responsible and qualified bidder.

- c) In the event that the grantee does not believe the lowest bidder, as defined in “a” above, to be responsible and qualified, the grantee will notify DECD requesting their concurrence in its choice before executing the general contract. In the event that there are less than three bidders, the grantee shall inform the department and request instructions.
- d) Individual physical development contracts under \$10,000 in value shall not be subject to competitive bid requirements.
- e) The applicant must notify DECD before the contract is executed.

**16. DOCUMENTS TO BE FORWARDED TO DECD ONCE THE GENERAL CONTRACT HAS BEEN EXECUTED**

- a) One copy of executed contract and grantee's authority to execute (Board Resolution, etc.)
- b) Notice to Proceed
- c) Copy of Performance Bond, Labor and Material Payment Bond, and Power of Attorney for Surety (unless under \$100,000).
- d) Certificate of Insurance from general contractor covering liability and workers' compensation and builder's risk.

**17. GRANTEE RESPONSIBILITY**

- a) DECD shall review project documents to ensure consistency with project goals, department standards and technical correctness. However, it is the responsibility of the grantee, its architect and its Attorney to ensure that the documents are technically correct, complete and, where necessary, protect the grantee and the State of Connecticut from any and all claims.
- b) The grantee will comply with all relevant local, state and federal regulations, and comply with all standard contracting practices to safeguard the interests of the grantee and the state including, but not limited to, contractor performance, security, insurance, permits, and inspections.
- c) The grantee shall erect a suitable sign attributing funding to State of Connecticut, Governor; Department of Economic and Community Development, and Commissioner. A sign template is attached to this document.

**18. MISCELLANEOUS**

- a) Change Orders: DECD does not approve or disapprove change orders. The department reserves the right to review each change order, and advise the grantee as to its appropriateness. If the change order is within the scope of the work approved by the Bond Commission, and funding is available (DECD will not request additional funds) the grantee may approve change orders. DECD reserves the right to determine the state funding eligibility of each change order.
- b) Vendor Payments: DECD does not approve or disapprove payments to Contractors. Copies of each approved Payment Application shall be sent to the department.
- c) Retainage: If the contractor has provided Contractor's Affidavit of Release of Liens (AIA form G706A) and lien waivers from major subcontractors and suppliers, a contractor may request the balance of retainage. If these documents are not provided, retainage can not be paid until 91 days after the date on the Certificate of Substantial Completion.

**19. MODIFICATIONS OF THE SELECTION PROCESS**

DECD approval is required for any modification or change to the bidding or selection process.

**20. ATTACHMENTS**

- a) Competitive Bidding Guidance for Economic Development Projects
- b) State Seal, DECD Logo, and State Sign Template.
- c) CHRO Contract Compliance Regulations Notification to Bidders Form.
- d) Construction Monitoring Procedures.

## DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

### Competitive Bidding Guidance for Economic Development Projects

#### Definitions

The following are useful definitions for reference.

**Public Building** (section 1-1(e) cgs): "...shall include a statehouse, courthouse, townhouse, arsenal, magazine, prison, community correctional center, almshouse, market or other building belonging to the state, or any town, city, borough in the state, and any church, chapel, meetinghouse, or other building generally used for religious worship, and any college, academy, schoolhouse or other building generally used for literary instruction."

**Public Works Contract** (section 46a-68b cgs): "...means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees."

**Competitive Bidding** (the Architect's Handbook of Professional Practice, Vol. 2, AIA 1987): Competitive bidding seeks to find the lowest reasonable price for the project through competition for the work. The theory is that many interested contractors have access to the project and that head-to-head competition will produce the best possible price consistent with marketplace conditions.

#### General

1. The Economic Development and Manufacturing Assistance Act (MAA) and the Urban Action (UA) statutes do not provide guidance on the applicability of publicly advertised competitive bidding of construction projects. The guidance detailed below establishes agency policy regarding the use of publicly advertised competitive bid for DECD sponsored projects.
2. It is DECD's policy to maximize the benefits derived from the use of public funds and to protect these funds from inappropriate use.
3. All major contracts for construction should be procured through a competitive process. Competitive bidding is a standard practice within the construction industry. Competition provides numerous benefits such as:
  - a. Cost savings to the client and state
  - b. Fair competition for construction contracts
  - c. Ensuring the use of qualified contractors
4. Construction bids can be obtained through a non-publicly advertised competitive process or through a publicly advertised process.

### Guidance

The nature of the project and the organization of DECD's client determine whether a project's construction contracts are publicly advertised for competitive bidding.

Publicly advertised competitive bidding may also be appropriate for certain clients and/or projects. A public competitive process will help the client locate qualified firms and establish a market rate for the improvements.

Please refer to the table below as a guide for compliance with the contract solicitation process.

Client Category	Project Category	Public Competitive Bid	Competitive Bid
Financial assistance to for-profit corporation for WC, M&E, Training, etc	private	No	No
Financial assistance to for-profit corporation for building, site or infrastructure improvements	private	No	Recommended
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting on behalf of a municipality	public	Yes	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting on behalf of a municipality	private	Recommended	Local Procurement Process
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting for their own interests where state funding is less than 25% of the total project cost	private	Highly Recommended	Yes
Financial assistance to not-for-profit corporation for building, site or infrastructure improvements when acting for their own interests where state funding is greater than 25% of the total project cost	private	Yes	Yes
Financial assistance to municipalities for construction/improvements of public infrastructure/public land	public	Yes	Yes

**PROJECT SIGN – ECONOMIC & COMMUNITY DEVELOPMENT**

8'-0"

4'-0"

NAME OF THE PROJECT

NAME OF THE SPONSOR/DEVELOPER

Constructed in cooperation with the



STATE OF CONNECTICUT  
DANNEL P. MALLOY, GOVERNOR

Department of Economic and Community Development

Catherine H. Smith., Commissioner

and the

Name of Town/City  
Name of Chief Elected Official and title

Name of Architect

Name of General Contractor

**SIGN PANEL:** ¾" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE.

**COLORS:** ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE BACKGROUND WILL BE WHITE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

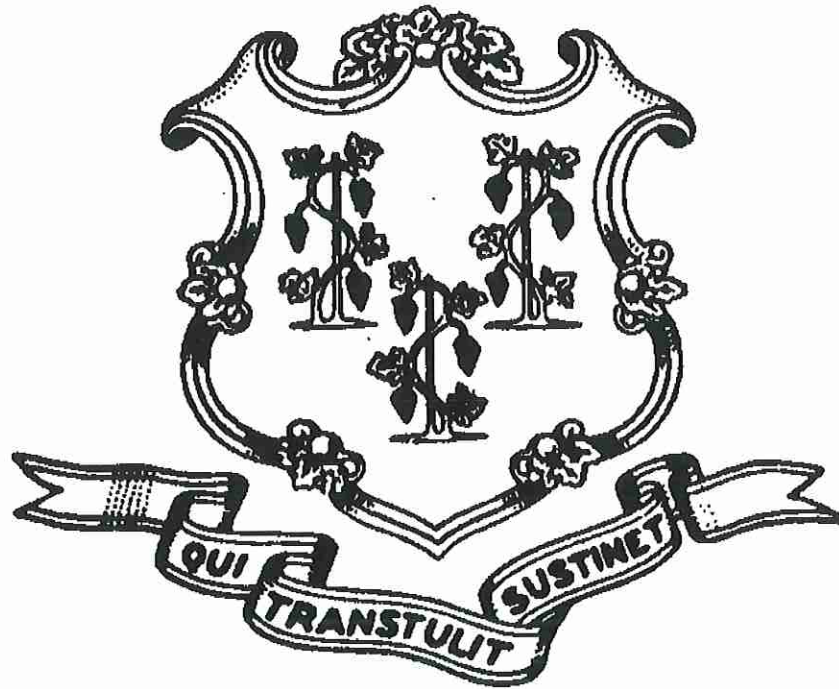
**TYPEFACE:** HELVETICA MEDIUM

**LOCATION:** SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

**TIMING:** INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.

**STATE SEAL & DECD LOGO:** ATTACHED

STATE SEAL



DECD LOGO





**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

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.

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**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 ten 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.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

<p><b>MANAGEMENT:</b> 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.</p> <p><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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.</p> <p><b>MARKETING AND SALES:</b> 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.</p> <p><b>LEGAL OCCUPATIONS:</b> 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.</p> <p><b>COMPUTER SPECIALISTS:</b> 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</p> <p><b>ARCHITECTURE AND ENGINEERING:</b> 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.</p> <p><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> 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).</p>	<p><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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.</p> <p><b>CONSTRUCTION AND EXTRACTION:</b> 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..</p> <p><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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.</p> <p><b>MATERIAL MOVING WORKERS:</b> 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.</p> <p><b>PRODUCTION WORKERS:</b> 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>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<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 Street Address City &amp; State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes__ No__</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? Yes__ No__</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes__ No__</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes__ No__</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__</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__ No__ NA__</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__</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__ No__ NA__</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__</p>	<p>12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number.</p>

Part III - Bidder Subcontracting Practices

(Page 4)

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)

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											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
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)

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					Work Experience
Private Employment Agencies					Ability to Speak or Write English
Schools and Colleges					Written Tests
Newspaper Advertisement					High School Diploma
Walk Ins					College Degree
Present Employees					Union Membership
Labor Organizations					Personal Recommendation
Minority/Community Organizations					Height or Weight
Others (please identify)					Car Ownership
					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)	(Date Signed)	(Telephone)
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## CONSTRUCTION MONITORING PROCEDURES

Construction Monitoring covers the development phases of projects from pre-bid activities through construction contract administration to final construction closeout. Functions include oversight of bidding, bid tabulation and recommendation of the lowest responsible bidder, coordination with pre and post bid meetings, review of construction contract documents, review of payment requisitions, change orders, shop drawings as well as construction inspection.

The DECD Construction Specialist is the department's technical support regarding the management and administration of construction projects funded by the State of Connecticut. It will be the responsibility of the grantee to submit the documents listed below, when applicable, to DECD. Electronic submissions are preferred. In addition to electronic submissions, hard copies of certain documents may also be requested.

DECD will determine the extent of state monitoring, oversight and technical assistance for sponsored projects based on factors including estimated total project cost, project complexity and capacity of the applicant. DECD will notify the applicant of monitoring requirements prior to the closing of the state assistance agreement.

Unless notified by DECD, for projects with a total project cost of \$250,000 or less, the grantee will be required to certify that the project is in compliance with DECD design, bidding, contracting and construction monitoring requirements. Unless specifically waived by DECD, the grantee's design professional must have the proper professional credentials, i.e. professional engineer or registered architect. It will be the responsibility of the grantee to certify and submit the appropriate documentation during the pre-bid phase, construction phase and close-out phase of the project. The grantee will be required to provide the DECD with the following signed certification documents once the bid package has been prepared and once the construction contract has been executed:

1. Construction Bid Package, Drawings, and Specifications Compliance Certification (page 23)
2. Construction Monitoring & Close-out Compliance Certification (page 24)

**THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE DECD CONSTRUCTION SPECIALIST DURING THE CONSTRUCTION PHASE OF THE PROJECT:**

1. Copy of the contractor's approved schedule of values.
2. Copy of the contractor's construction schedule. Any adjustments to the schedule throughout construction must be submitted to DECD.
3. Approved monthly requisitions. Back up materials may be requested.
4. Job meeting minutes.
5. Approved change orders. Back up materials may be requested.
6. Copies of correspondence between Owner, Architect and/or Contractor.

**THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE DECD CONSTRUCTION SPECIALIST AT THE COMPLETION OF THE PROJECT:**

1. Certificate of occupancy (where applicable)
2. Record documents (As Builts)
3. Certificate of Substantial Completion (AIA form G704)
4. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706)
5. Contractor's Affidavit of Release of Liens (AIA form G706A)
6. Subcontractors and Suppliers Release or Waiver of Liens.
7. Consent of Surety Company to Final Payment (AIA G707)
8. Consent of Surety to a Reduction in or Partial Release of Retainage at 50% project completion, if applicable: (AIA form G707A). Requires DECD concurrence.
9. Final Application and Certificate for Payment (AIA form G702, and continuation sheet G703).

### **Construction Oversight and Technical Assistance:**

Construction monitoring by ORD Construction Specialists, applicable to all programs, includes:

- Provide technical assistance involving various projects and programs with other offices within DECD.
- Work with Local, State and/or Federal officials during the development phase of a project.
- Conduct site investigations for feasibility of development.
- Review budgets and cost estimates as they relate to construction costs.
- Review plans and specifications for conformance to Agency requirements prior to bidding.
- Assist Developer/Sponsor during the bidding period.
- Review bid documents, bid advertisements, bid instructions and bidding requirements
- Attend and oversee pre-bid inspections, bid openings, construction contract briefings, and construction contract execution meetings.
- Review construction bids, bid bonds, and contractor selection.
- Compliance review of executed construction contract documents received; review contracts, bonds, schedule of values and insurance certificates between Sponsor and General Contractor
- Construction Oversight and Technical Assistance: Monitor progress of work during construction for compliance with agency, state & federal requirements and procedures, (labor and safety standards, wage standards, etc.)
- Conduct periodic inspections of the project construction activities.
- Review the following: construction meeting minutes, proposal requests, change orders; costs, review requisitions and construction periodical payments for work completed; architect's supplemental instructions and directives; and correspondence.
- Review and process payment applications for disbursement of state funds.
- Review materials and products being used in the construction.
- Participate in the final inspection of the construction contract to ensure that the completed work is satisfactory. Review construction contract certificate of completion.
- Review construction closeout procedures with sponsor prior to acceptance of a project.
- Review construction closeout documentation prior to acceptance of a project, including certificates of occupancy and record documents. Certificates of substantial completion, affidavits of payments of debts, releases of liens, lien waivers, final applications and certificates for payment must also be reviewed.



**BIDDING, CONTRACTING & CONSTRUCTION REQUIREMENTS FOR  
STATE PROGRAMS AT \$250,000 OR LESS**

**CONSTRUCTION BID PACKAGE, DRAWINGS AND SPECIFICATIONS  
COMPLIANCE CERTIFICATION**

GRANTEE: \_\_\_\_\_

PROJECT NAME AND MUNICIPALITY: \_\_\_\_\_

I, \_\_\_\_\_, as the responsible grantee do hereby certify that the construction documents (Bid Package, Drawings & Specifications) shall be completed by a licensed professional engineer or architect for the above project and certify the following:

1. A complete copy of the Bid Package and Invitation to Bid shall be submitted to or reviewed by the Department of Economic & Community Development (DECD).
2. The Drawings and or Specifications for the above Project shall cover the scope of work, as indentified in the DECD Financial Assistance Proposal.
3. The DECD Bidding, Contracting and Construction Guidelines for State Programs have been thoroughly reviewed by the grantee and/or qualified design professional.
4. The Bid Package shall be technically correct and complete and shall clearly show that all of the DECD terms and conditions for bidding the project shall be met.

Signed \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

CONSTRUCTION CONTRACT AND MONITORING  
COMPLIANCE CERTIFICATION

GRANTEE: \_\_\_\_\_

PROJECT NAME AND MUNICIPALITY: \_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, and as the responsible grantee do hereby certify that the bid results shall be reviewed by a licensed professional engineer or architect for the above project and certify the following:

1. The qualified design professional shall assess and tabulate all of the bids and shall make a recommendation to award the bid to the lowest responsible bidder whose bid shall be the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.
2. The required bid result documentation shall be submitted to DECD at the completion of bidding before the grantee moves forward with executing the construction contract.
3. The lowest responsible bidders executed contract, grantee's authority to execute, and all other documentation required by the DECD once the general contract is executed shall be forwarded to the DECD before construction commences.
4. It shall be the responsibility of the grantee to provide construction oversight and inspection on the project by following all of the procedures and submitting all of the documentation indicated in the Construction Monitoring Procedures.

Signed \_\_\_\_\_

Title: \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

**CONTRACT FOR PROFESSIONAL SERVICES PROVIDED BY  
ARCHITECTURAL CONSULTANT  
IMPROVEMENTS TO RICHTER HOUSE**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Eighteen by and between the City of Danbury, Connecticut, a municipal corporation, having its principal office at 155 Deer Hill Avenue, Danbury, Connecticut 06810 hereinafter designated as the "CITY" and \_\_\_\_\_, a \_\_\_\_\_ corporation, having its principal office at \_\_\_\_\_, hereinafter designated as the "CONSULTANT".

WITNESSETH: That the CONSULTANT has agreed and by these presents does agree with the said CITY for the considerations herein mentioned and contained, to perform the proposed work in the manner and under the requirements further specified in this contract.

**Section 1. WORK TO BE PERFORMED.**

Consultant shall provide, or cause to be provided, the services set forth in the Request for Proposals Architectural Services for Improvements to Richter House - City Project No. 10-27, Bid No. 11-18-19-05 and the response to the request dated \_\_\_\_\_, and submitted by the Consultant, and the services set forth in contract addendums as may be submitted and provided from time to time by the Consultant in its capacity as an "Consultant". The Request for Proposals and the Response to the Request and any subsequent contract addendums submitted pertaining to specific services to be performed by the Consultant are attached hereto and made a part hereof as Exhibit A, and any future submissions shall be referred to sequentially as Exhibit A-1, A-2 and so forth.

**Section 2. TIME OF BEGINNING AND COMPLETING WORK.**

Work to be performed hereunder shall commence upon the written authorization to proceed by the General Supervisor. CONSULTANT shall perform the required services, per the approved Scope of Services, estimated budget and schedule.

CONSULTANT is not responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CITY to furnish timely information or approve or disapprove of the CONSULTANT'S services or work product promptly, or delays caused by faulty performance by the CITY, or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the CITY agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this agreement.

**Section 3. COMPENSATION.**

The total compensation for services related to the work will be in accordance with the Lump Sum Proposal submitted and will in no event exceed such amount set forth in said Lump Sum Proposal and in the Project Budget therein, and as subject to adjustment as provided in Section 16 below. The CITY will pay all invoices due to CONSULTANT within forty five (45) days from the date of receipt of said invoice. Direct costs billed to the City shall be accompanied by receipts and back up data. City will not pay direct costs related to air travel, hotel stays or meals, unless previously approved by the General Supervisor in extraordinary circumstances.

The CITY may withhold from the CONSULTANT so much of any approved payments due it as may be in the judgment of the CITY necessary (a) to assure the payment of just claims then due and unpaid of any person supplying labor or materials for the work; or (b) to protect the CITY from loss due to defective work now remedied. The CITY shall have the right, as Agent for the CONSULTANT to apply any such amounts so withheld in such manner as the CITY may deem proper to satisfy such claims, or to secure such protection. Such application of such money shall be deemed payments for the accounts of the CONSULTANT.

**Section 4. CITY, CONSULTANT AND GENERAL SUPERVISOR DEFINED.**

Whenever the words defined in this section occur in this and in the specifications, they shall have the meaning given below:

CITY: The word "CITY" shall mean the City of Danbury, Connecticut.

CONSULTANT: The word "CONSULTANT" shall mean the party above designated.

GENERAL SUPERVISOR: The words "General Supervisor" shall mean the Director of Public Works of the City of Danbury, Connecticut, acting either directly or through his personally authorized agent.

**Section 5. GENERAL SUPERVISOR TO DETERMINE.**

It is agreed by the parties to this Contract that the General Supervisor for the CITY shall in all cases determine the amount and character of the work to be done and to be paid for under this contract, the quality and acceptability of the materials to be used therein, and shall decide all questions that may arise relative to the intent and fulfillment of this contract. His estimate and decisions shall be final and conclusive and shall be a condition precedent to the right of the CONSULTANT to receive any payments under this contract.

**Section 6. ABSENCE OF CONSULTANT.**

Whenever the CONSULTANT is not present at the work when it may be desired to give instructions, orders may be given by the General Supervisor or his agent, to the superintendent or foreman who may have charge of the work at the time, and he shall receive and obey such orders forthwith.

**Section 7. DISCREPANCIES, ERRORS AND OMISSIONS.**

Exhibits A and any subsequent contract addendums submitted pertaining to specific services to be performed by Consultant are intended to be explanatory of the work to be done, but should any discrepancies, errors or omissions appear they shall be subject to correction and interpretation by the General Supervisor, thereby defining and fulfilling the intent of this contract. If any part of the work is omitted in the specifications, whether intentionally or otherwise, or is usually and customarily required to complete fully such work as is specified herein, the CONSULTANT will not be entitled to extra compensation.

**Section 8. ALTERATIONS.**

The General Supervisor may make alterations in the scope of the work or any part thereof, either before or after the commencement of services. If such alterations increase or diminish the quantity of work to be done, adjustment for such increase or decrease shall be made at the unit prices stipulated in the Consultant's fee schedule. Compensation for increased work shall be made under the item for Extra Work (Section 16 hereof), and for decreased work, the CONSULTANT shall allow the CITY a reasonable credit as determined by the General Supervisor. If such alterations diminish the quantity of work to be done, they shall not warrant any claim for damages or for anticipated profits on the work that is dispensed with.

**Section 9. OBLIGATIONS OF CONSULTANT.**

The CONSULTANT shall perform the work and furnish the services necessary or proper for performing and completing the work required by this contract within the allowed time. The CONSULTANT shall complete the entire work to the satisfaction of the General Supervisor and in accordance with Exhibits A and any subsequent contract addendums submitted pertaining to specific services to be performed by Consultant, and the directions of the General Supervisor, as given during the progress of the work at the prices agreed upon and fixed therefore.

The CONSULTANT will perform all work in a prudent manner. The CITY acknowledges, however, that the CONSULTANT'S services require decisions, which are not based exclusively upon science, but rather upon judgmental considerations. The CITY, in accepting the CONSULTANT'S Lump Sum Proposal, acknowledges the inherent risk to the CITY and its property associated with the work described in the Lump Sum Proposal, in general. The CONSULTANT will observe that degree of care and skill as is generally exercised by members of such professions in the same locale acting under similar circumstances and conditions.



D. Workers' Compensation Insurance and Employer's Liability

The CONSULTANT shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of its employees, employed at the site and in case any work is sublet, the CONSULTANT shall require the subcontractor similarly to provide Workers' Compensation Insurance for all employees of the latter unless such employees are covered by the protection afforded by the CONSULTANT.

Workers' Compensation and Employer's Liability - Statutory Limits

E. Professional Liability

The CONSULTANT shall take out and maintain during the life of this contract Professional Liability Insurance and the amounts of such insurance shall be in the following minimum limits:

\$ 2,000,000 Aggregate

**Section 12. INDEMNITY AND LIMITATION OF LIABILITY.**

The CONSULTANT has neither created, nor contributed to the creation of any hazardous radioactive, toxic pollutant, or otherwise dangerous substance or condition, or asbestos, at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions, and the CONSULTANT shall, therefore, not be liable for the release of pollutants; or bodily injury (including death), property damage or other economic loss, caused by release, removal, remedial action or investigation of pollutants; or removal or investigation of, or remedial action taken because of the release or suspected release of pollutants; or the assessment of fines or penalties related to pollutants; or in any way related to asbestos, except where such damages, losses or other liability arise from the CONSULTANT'S gross negligence or willful misconduct.

In all other cases, the CONSULTANT, however, assumes responsibility and liability for any and all bodily injury to, or death of any and all persons, including the CONSULTANT'S agents, servants and employees and, for any and all damages to property caused by or resulting from or arising out of any negligence, gross negligence or willful misconduct of the CONSULTANT in connection with this contract or the prosecution of work hereunder. CONSULTANT shall indemnify and hold harmless the CITY and STATE OF CONNECTICUT from and against any and all loss, expense or liability it may suffer or pay as a result of third party claims or suits due to, because of, or arising out of any and all such injuries, death and/or damage. The CONSULTANT, if requested shall assume and defend at the CONSULTANT'S own expense, any suit, action and other legal proceedings arising therefrom, and the CONSULTANT hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the owner, the CITY, arising therefrom.

**Section 13. DAMAGE, SUITS AND CLAIMS.**

The Consultant covenants and agrees to and shall at all times indemnify, protect and save harmless and defend the CITY and the STATE OF CONNECTICUT from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including attorneys' fees, if any, which the CITY and the STATE OF CONNECTICUT may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this contract or any activities in connection with said contract, or on account of any claim for patent, trademark or copyright infringement, whether such losses and damages be suffered or sustained by the CITY and the STATE OF CONNECTICUT directly or by its employees, licensees or invitees or be suffered or sustained by other persons or corporations who may seek to hold the CITY and the STATE OF CONNECTICUT liable therefore. The CITY may withhold such portions of any payments that may be due hereunder as may be considered necessary to cover any suits and claims until they have been settled and satisfactory evidence to that effect has been furnished to the CITY. This section shall also apply to "extra work" and all other operations by the Consultant in connection with this contract.

**Section 14. NOT TO SUBLET.**

The CONSULTANT shall give its personal care and attention to the faithful prosecution of the work, shall keep the work under its personal control and with the exception of the Communications Design Consulting Group as named in CONSULTANT'S Proposal, shall not assign or sublet the work or any part of the work, and

shall not assign any of the money payable under this contract, or its claim thereto, except by and with the consent of the CITY. No such consent by the CITY shall operate to relieve the CONSULTANT from any obligation or liability hereunder or modify the obligations or liabilities of the CONSULTANT to the CITY.

**Section 15. WORK MAY BE SUSPENDED.**

Construction work may be temporarily suspended at any time on account of the weather or for any other reason, if deemed necessary or advisable by the General Supervisor of the CITY without additional compensation to the CONSULTANT.

**Section 16. EXTRA WORK: INCREASED COMPENSATION.**

The CITY may seek the performance of such Extra Work, or change in the work as it may find necessary or desirable. The amount of compensation to be paid to the CONSULTANT for Extra Work as so ordered shall be determined in accordance with the documentation referred to as Exhibit B (fee schedule). The total compensation for services related to extra work will be in accordance with the rates set forth in the fee schedule, which will be amended on an annual basis and will in no event exceed such amount set forth in said fee schedule. All invoices are to include employee names, pay rates and hours worked during the pay period.

The CONSULTANT shall, when requested by the General Supervisor to do so, furnish itemized statements of the cost of the work ordered and give the General Supervisor access to the accounts, bills and vouchers relating thereto.

When extra work is ordered at any time during the progress of the work, which requires, in the opinion of the General Supervisor, an increase of time for the completion of the contract, a suitable extension of the time of completion shall be granted.

**Section 17. MODIFICATION OF CONTRACT.**

This contract is intended by the parties hereto as a final expression of their contract and as a complete and exclusive statement of the terms thereof. No representations, understandings or agreements have been made or relied upon in the making of this contract other than those specifically set forth herein. This contract can only be modified by a writing signed by both parties hereto, or by their duly authorized representatives. It is distinctly agreed that in the case of modification or amendment in, or additions to this contract, so much of this contract as is not necessarily affected thereby shall remain in full force and be binding upon the parties hereto; and that the making of such alterations, modifications, additions or amendments shall in no way annul, release or affect the liability of the parties hereto.

**Section 18. COMPLIANCE WITH LAWS.**

The CONSULTANT shall keep itself reasonably informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulation, order or decree, the CONSULTANT shall forthwith report the same to the General Supervisor in writing. It shall at all times itself observe and comply with, all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the CITY and the STATE OF CONNECTICUT, its officials and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by itself or its employees.

**\*Consultant shall be familiar with CT DECD requirements and agreements and the City and its Richter Park Authority as pertains to this project. All such documents are on file in City offices.**

**Section 19. TERMINATION WITHOUT CAUSE.**

CITY may terminate this Contract at any time without cause by giving thirty (30) days written notice to CONSULTANT. As soon as practicable after receipt of a written notice of termination without cause, CONSULTANT shall submit a statement to the CITY showing in detail the Services performed under this Contract through the date of termination. In the event of termination without cause pursuant to this Section, CITY agrees to: (i) pay CONSULTANT a pro rata amount of the purchase price for Services rendered through

the termination date based on percentage of completion of the services; and (ii) pay CONSULTANT any reasonable and unavoidable additional costs and expenses which CONSULTANT incurs or becomes obligated for prior to the effective termination date and/or as a result of such termination. The forgoing payment obligation is contingent upon CONSULTANT having provided CITY with written documentation reasonably adequate to verify the above payments to CONSULTANT for such termination.

**Section 20. TERMINATION FOR CAUSE BY EITHER PARTY.**

By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

(a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is not a material breach and reasonably susceptible to cure; and (ii) the other party cures such default or provides a mutually acceptable resolution within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

(b) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any written notice of default pursuant to this Section shall describe such default, identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

**Section 21. OBLIGATIONS UPON TERMINATION FOR CAUSE.**

Upon termination by the CITY for CONSULTANT'S default of this Contract, CONSULTANT shall promptly deliver to the CITY all Work Product up to the termination date.

**Section 22. WAIVERS.**

Neither inspection by the CITY, nor any of its agents, nor any orders, measurement or certificate by the General Supervisor, nor any order by the CITY for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the CITY, nor any extension of time, nor any possession taken by the CITY, or its employees shall operate as a waiver of any provision of this contract, or of any power herein reserved to the CITY, or any right to damages herein provided, nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative, this is in addition to all other suits, actions, or legal proceedings.

**Section 23. THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.**

The CONSULTANT shall comply with the provisions of the Immigration Reform and Control Act of 1986 as subsequently amended, which Act makes unlawful the hiring for employment or subcontracting of individuals failing to provide documentation of legal eligibility to work in the United States. The CONSULTANT shall hold the CITY OF DANBURY and the STATE OF CONNECTICUT harmless for the failure of the CONSULTANT to comply with the provisions of said Act.

**Section 24. ORDER OF WORK.**

The order or sequence of the work and the general conduct of the work shall be subject to the approval of the General Supervisor.

**Section 25. SUBCONTRACTORS. (If applicable)**



To perform test borings, other explorations, site survey, and chemical analyses, the CONSULTANT will engage a subcontractor (s) and laboratory(ies) directly as warranted. The CONSULTANT assumes responsibility for the performance of the subcontractor(s) or laboratory(ies) and the accuracy of their results.

**Section 26. PRICES.**

The CITY agrees to pay and the CONSULTANT agrees to accept the prices specified in the Lump Sum Proposal and for Extra Work the fee schedule referred to as Exhibit B herein or any relevant attachments hereto submitted as full compensation for the execution of the work contemplated in the contract. The CONSULTANT shall submit its invoices to the CITY and the CITY shall within forty five (45) days thereafter, subject to Section 19 hereof, pay to the CONSULTANT such sums as are represented thereby for all services provided or materials received and accepted by the CITY.

**Section 27. HAZARDOUS CONDITIONS. DISCLOSURE OF HAZARDS. (If applicable)**

If potentially hazardous conditions are encountered during the course of the work, the CONSULTANT shall have the right to suspend its work immediately and the right by written notice to the CITY to terminate the work described in this contract ten (10) days after such written notice is provided, unless the CONSULTANT and the CITY within ten (10) days of the CONSULTANT'S notice of intent to terminate agree upon a mutually satisfactory amendment to the contract that may include a revision of the scope of services, adjustment of budget estimates, revised contract, and revised fees.

The CITY shall remain liable for and shall pay all fees and charges incurred under the provisions of the contract through the date of termination, notwithstanding the CITY and the CONSULTANT not having reached a new, mutually satisfactory, revision of their contract.

The CONSULTANT will take reasonable precautions for the health and safety of its employees while at the site with consideration for the available information regarding existing hazards. The CITY will furnish to the CONSULTANT, at the time of CITY authorization to proceed, all readily available information in CITY'S possession concerning oil, hazardous, toxic, radioactive or asbestos materials in, or near the site presenting a potential danger to human health or the environment, then known to the CITY to the best of its knowledge.

**Section 28. ASSIGNMENT OF ANTI - TRUST CLAIMS.**

The CONSULTANT or its subcontractor offers and agrees to assign to the CITY all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the CITY awards or accepts such contract, without further acknowledgment by the parties.

**Section 29. CONTRACT DOCUMENTS.**

The provisions contained in Exhibits A and any subsequent contract addendums submitted pertaining to specific services to be performed by Consultant shall comprise a portion of this contract, and are incorporated herein and made a part hereof.

**Section 30. LEGAL ADDRESS OF CONSULTANT.**

Both the address provided in the bid or proposal submitted by the CONSULTANT and the CONSULTANT'S office at or near the site of the work are hereby designated as places to either of which letters and other communications to the CONSULTANT shall be certified, mailed or delivered. The delivering at the above named place, or depositing in a postage paid wrapper directed to the above named place, in the post office box regularly maintained by the Post Office Department, of any notice, letter, or other communication to the CONSULTANT shall be deemed sufficient service thereof upon the CONSULTANT, and the date of CONSULTANT'S receipt of said service shall be the date of such delivery or mailing. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the CONSULTANT and delivered to the General Supervisor. Nothing herein contained shall be deemed to preclude or render inoperative the services of any notice, letter or other communication upon the CONSULTANT personally.

**Section 31. ALL LEGAL PROVISIONS INCLUDED.**

It is the intention and the agreement of the parties hereto that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or are not inserted in proper form, then on the application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

**Section 32. UNLAWFUL PROVISIONS DEEMED STRICKEN.**

All unlawful provisions shall be deemed stricken from this contract and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the contract.

**Section 33. HEADINGS.**

The headings or title to the sections hereof are not a part hereof and shall have no effect upon the construction or interpretation of any part hereof.

**Section 34. EMPLOYEE DISCRIMINATION AND AFFIRMATIVE ACTION.**

The CONSULTANT agrees and warrants that in the performance of this contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such CONSULTANT that such disability prevents performance of the work involved, and further agrees to provide the Connecticut Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the CONSULTANT as related to the provisions of this section.

The CONSULTANT further agrees and warrants that in the performance of this contract it will comply with the following and any subsequent executive orders concerning employee discrimination and affirmative action:

- Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971.
- Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973.
- Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999.
- Executive Order No. 7C of Governor M. Jodi Rell promulgated July 13, 2006.

In addition, the CONSULTANT further certifies that it is an affirmative action employer meeting both in policy and practices the principles of the Affirmative Action Program.

**Section 35. CONTROL OF SITE. (If applicable)**

The CITY acknowledges that it is now and shall remain in control of the site at all times to the extent not limited by leases now, or hereafter entered into by and between the CITY and any tenant. To the extent that the CITY'S control over the site is so limited and such limitation renders the CONSULTANT unable to complete an obligation under this contract, such inability will not be deemed default under this contract by the CONSULTANT. The CONSULTANT shall have no responsibility or liability for any aspect or condition of the site now existing or hereafter arising or discovered. The CONSULTANT does not, by its entry into an agreement with the CITY, or its performance of services under any such agreement as set forth in the Proposal, assume any responsibilities or liability with respect to the site; nor shall any liability or responsibilities be implied or inferred by reason of the CONSULTANT'S performance of any work under the contract, the foregoing being modified only by the application of Sections 5, 8, 12 and 23 hereof. Unless specifically required by law, the CONSULTANT will report the existence of any condition at the site that may present potential danger to public health, safety or the environment directly to the CITY.

**Section 36. DOCUMENTS.**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents, data or information prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT for use by the CITY. All reports and other work prepared by the CONSULTANT

for the CITY shall be utilized for the purposes described in the Proposal. The CONSULTANT will retain all pertinent records for a period of three (3) years following the submission of the CONSULTANT'S report to the CITY. Such reports and records shall be disclosable pursuant to the terms of the Connecticut Freedom of Information Act. Such reports and records may be utilized by the CITY in any capacity if the CITY determines it is necessary. Such records will be available to the CITY upon request at the CONSULTANT'S office during office hours on reasonable notice, and copies will be furnished by the CONSULTANT to the CITY, and the CITY will pay costs of reproduction. Prior to the destruction of any such documents, the CONSULTANT will provide reasonable notice and opportunity for the CITY to gain access to and use of said documents.

**Section 37. CONFIDENTIALITY.**

The CONSULTANT will not divulge any information regarding work, the CONSULTANT'S services or its reports, except to the CITY or parties designated by the CITY in writing, or as otherwise required by law or order.

**Section 38. STATUTORY DISCLOSURE REQUIREMENTS.**

Notwithstanding the provisions of Sections 31, 32 and 33, the CONSULTANT will comply with judicial orders and federal, state and local laws, regulations, ordinances and applicable codes regarding the reporting to the appropriate public agencies of findings with respect to potential dangers to public health, safety or environment. The CONSULTANT shall have no liability or responsibility to the CITY or to any other person or entity for reporting or disclosures made in accordance with such statutory or other lawful requirements, and the CITY shall defend, indemnify and hold the CONSULTANT harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorney's fees, incurred by the CONSULTANT, and related in any way to the CONSULTANT'S reporting or disclosing such information under a bona fide belief or upon advice of counsel that such reporting or disclosure is required by law. To the extent permitted by the applicable judicial order or federal, state and local law, regulation, ordinance and code, the CONSULTANT will provide notice to the CITY at the earliest practicable time prior to such reporting and will provide the CITY the opportunity to cure any defect.

**Section 39. GOVERNING LAW; SEVERABILITY, ASSIGNMENT.**

The contract between the CONSULTANT and the CITY as set forth herein shall be governed by and enforceable in accordance with the law of the State of Connecticut. The CONSULTANT consents to personal jurisdiction in Connecticut. The provisions of this contract are severable. The invalidity of any part of this contract shall not invalidate the remainder of any portion hereof. Neither the CITY nor the CONSULTANT shall assign any aspect of the contract between the CITY and the CONSULTANT except upon the prior written consent of the other party.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seal the day and year first above written.

**WITNESS:**

**CITY OF DANBURY**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Mark D. Boughton, Mayor

**WITNESS:**

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A**

**Request for Proposals  
Request for Proposals Architectural Services for Improvements to Richter House  
Project No. 10-27  
Bid No.**

**EXHIBIT B – Fee Schedule**

**CITY OF DANBURY**  
**DEPARTMENT OF PUBLIC WORKS**



**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**  
**(203) 797-4537 FAX (203) 796-1586**

**MAYOR**  
**Honorable Mark D. Boughton**

**PUBLIC WORKS DIRECTOR**  
**CITY ENGINEER**  
**Antonio Iadarola, P.E.**

DATE: August 15, 2018

MEMO TO: Antonio Iadarola, P.E.  
Director of Public Works/City Engineer

CC: Thomas Hughes  
Superintendent of Construction Services

Laszlo L. Pinter, Esq.  
Deputy Corporation Counsel

Charles J. Volpe, Jr.  
Purchasing Agent

Daniel Garrick  
Assistant Finance Director

Steven Nocera  
Director of Project Excellence

FROM: Patricia A. Ellsworth, P.E. *PAE*  
Engineer

SUBJECT: **Richter House Improvements**  
**State Department of Economic Development**  
**Bidding, Award and Construction Requirements**

Enclosed please find a copy of the "Bidding Procedures for State Programs Office of Infrastructure and Real Estate Projects" received from the DECD. Also enclosed is my two page summary of items the City needs to pay attention to when DECD funding is provided for a project.

Your attention is directed to items pertinent to you (bidding, insurance, contract execution, etc.).

Encl.

**CITY OF DANBURY**  
DEPARTMENT OF PUBLIC WORKS



155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810  
(203) 797-4537 FAX (203) 796-1586

**MAYOR**  
Honorable Mark D. Boughton

**PUBLIC WORKS DIRECTOR**  
**CITY ENGINEER**  
Antonio Iadarola, P.E.

8/14/18

**STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND  
COMMUNITY DEVELOPMENT (DECD)**

**BIDDING PROCEDURES FOR STATE PROGRAMS  
OFFICE OF INFRASTRUCTURE AND REAL ESTATE PROJECTS**

**HIGHLIGHTS – BIDDING**

- All construction plans to be prepared by licensed Professional Engineer or architect.
- Bid package (plans, specs, bid document, project cost estimate) must be submitted to DECD at least 2 weeks prior to advertisement for review.
- Required forms to be included in bid package. Bidders must complete "Notification to Bidders" form and the "EEO-1" form. If these forms are not submitted with bid, bids are to be considered incomplete and rejected.
- DECD must approve any exemption from bidding process for Emergency Work.
- Notify DECD of Bid Opening date, time and location.
- Run ad in newspaper with statewide circulation, as well as in local newspaper. Acquire publisher's affidavit from both newspapers for submittal to DECD. Ad must include specific affirmative action sentence (see DECD written procedures). Ad must run for two days. Can also run ad in Dodge Reports, New England Construction news, and the Blue Book. If project cost is below \$100,000, bids can also be solicited by letter, fax or e-mail.
- See written instructions for minority/women contractors.
- Must require bid bonds for contracts over \$50,000.
- Contractor insurance required. City responsible for insuring levels are adequate (see written procedures). State of Connecticut to be named an additional insured.
- Builders Risk to be obtained.
- Hold Harmless endorsement to include both the City and the State of Connecticut.

- Prevailing Wage Rates to be included for new construction \$400,000 or more and for rehab \$100,000 or more.
- Davis Bacon Act may apply where Federal funds involved.
- For construction or renovation of a public building \$500,000 or greater need to pre-qualify contractors (DAS).
- DECD approval required for any change to bid process.
- When bids received, forward to DECD the following:
  - Completed bid tabulation
  - Complete copies of three lowest responsive bids
  - Signed copies of “notification to Bidders” and other minority forms for three lowest responsive bids
  - Copies of bid bonds/checks for three lowest responsive bids
  - Copies of ads and certificates from newspapers
  - Copy of Instructions to Bidders (no plans or specs)
  - Project design professional recommendation

### **HIGHLIGHTS – AWARD AND EXECUTION OF CONTRACT**

- Lowest responsible and qualified bidder. If do not select lowest responsible and qualified bidder, must contact DECD to approve or deny rejection. City to hold DECD harmless from claims by rejected bidders.
- If less than three bidders, inform DECD and request instructions.
- Notify DECD before contract is executed.
- Acquire Performance, Labor and Material Bond for contract over \$25,000.
- Changes to selection process must be approved by DECD.
- Forward to DECD:
  - One copy of executed contract and copy of minutes of Board of Award
  - Copy of Performance, Labor and Material Payment Bond and Power of Attorney for Surety (where required)
  - Certificate of Insurance from general contractor and Builders Risk

### **HIGHLIGHTS – CONSTRUCTION**

- Erect a project sign attributing funding to State, Governor, DECD and Commissioner.
- DECD reserves right to review each change order and advise City of its appropriateness. DECD reserves right to determine state funding eligibility of each change order.
- Copies of each approved contractor Payment Application to be sent to DECD.