

**Request for Proposals (RFP) For**

**Consulting Services of a 36 CFR-qualified architect/engineer team to  
prepare architectural plans and specification for the Bronson Tuttle  
House (1882) 380 Church Street, Naugatuck, CT**

**FY25-B101**



Issued By:

**BOROUGH OF NAUGATUCK**

**Department of Public Works  
229 CHURCH STREET  
NAUGATUCK, CT 06770**

**Borough of Naugatuck**  
**LEGAL NOTICE**

REQUEST FOR PROPOSALS

The Borough of Naugatuck is seeking request for Proposals (RPP) for Consulting Services of a 36 CFR-qualified architect/engineer team to prepare architectural plans and specification for the Bronson Tuttle House (1882) 380 Church Street, Naugatuck, CT, FY25-B101

Sealed Responses will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept. Basement, Town Hall, 229 Church Street, Connecticut, 06770 until February 14, 2025 at 11:00 AM local time after which no additional proposals will be accepted.

Immediately following the above time and date sealed Proposals will be publicly opened at the Town Hall at the Borough of Naugatuck, Dept, 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom.

Please follow link below to access scheduled bid opening.

Join Zoom Meeting

<https://us06web.zoom.us/j/6761116286?pwd=JEzCAEJloet3nV2NVOo0oviSbAGanu.1&omn=83646430332>

Meeting ID: 676 111 6286

Passcode: 560827

Dial by your location

- +1 646 518 9805 US (New York)
- +1 929 205 6099 US (New York)

Meeting ID: 676 111 6286

Find your local number: <https://us06web.zoom.us/j/6761116286>

The RFP document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All bidders must check the Borough web site within four (4) days of the scheduled bid opening to check for addenda.

The right is reserved by the Borough of Naugatuck to reject any or all RFPs, to waive any informalities or defects in proposals and to make such time extensions as may be necessary in order to review and compare proposals, to obtain such supplemental information as may be necessary to review proposals and to accept proposals(s) that, in the judgment of the Borough of Naugatuck, will be in the Borough's best interest.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply.

## A. INTRODUCTION

### 1. RFP Name and Number.

Consulting Services of a 36 CFR-qualified architect/engineer team to prepare architectural plans and specification for the Bronson Tuttle House (1882) 380 Church Street, Naugatuck, CT, FY25-B101

### 2. RFP Summary and Purpose.

The Borough of Naugatuck is seeking proposals for architectural services to develop architectural plans and specifications for the restoration and improvements to the Bronson Tuttle House (1882) 380 Church Street, Naugatuck. The Tuttle House is home of the Naugatuck Historical Society and features the Naugatuck History Museum – this project is a planning project related to historic preservation. The work proposed includes repointing of outside brick, painting of exterior wood work, interior and exterior improvement to gain public access to the second floor of the building (including investigation of fire suppression techniques), as well as planning to address current water intrusion at the entrance of the building. The project is funded by grant funds from the Community Investment Account of the State of Connecticut, as administered by the Department of Economic and Community Development, State Historic Preservation Office (SHPO).

Work must be done in accordance with SHPO standards and meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and be prepared by a consultant team that meets the federal qualifications standards under 36 CFR Part 61 for Historical Architect.

## B. INSTRUCTIONS

### 1. Official Contact.

The Borough of Naugatuck has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Borough of Naugatuck.

Name: James R Stewart PE, LS  
Address: 229 Church Street, Naugatuck CT 06770  
Phone: 203-720-7072  
E-Mail: [Jstewart@naugatuck-ct.gov](mailto:Jstewart@naugatuck-ct.gov)

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact.

### 2. Procurement Schedule.

See below. Dates after the due date for proposals ("Proposals Due") are non-binding target dates only (\*). The Borough of Naugatuck may amend the schedule as needed

- RFP Released: January 15, 2025

- RFP Site walks: January 22, 2025 @ 11:00 AM
- Deadline for Questions: February 3, 2025
- Answers Released: February 7, 2025
- Proposals Due: February 14, 2025 at 11:00 AM
- Proposer Selection: February 28, 2025

### **3. Contract Awards.**

The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Borough of Naugatuck. The Borough of Naugatuck anticipates the following:

- Total Funding Available: \$40,000
- Number of Awards: 1
- Contract Cost: Confidential
- Contract Term: 2 months from the start of the contract
- Funding Source: Connecticut's Community Investment Act

### **4. Eligibility.**

- Must meet minimum professional qualifications under the Secretary of the Interior's Historic Preservation Professional Qualification Standards as expanded and revised in 1997 (62 FR 33708, June 20) for the fields of Engineering and/or Historic Architecture
- Must demonstrate specific work experience in completing similar historic preservation planning projects.

### **5. Minimum Qualifications of Proposers.**

To qualify for a contract award, a proposer must have the following minimum qualifications:

- Qualifying bidders must meet minimum professional qualifications under the Secretary of the Interior's Historic Preservation Professional Qualification Standards as expanded and revised in 1997 (62 FR 33708, June 20) for the fields of Engineering and/or Historic Architecture.
- Qualifying bidders must demonstrate specific work experience in completing similar historic preservation planning projects.

### **6. Inquiry Procedures.**

All questions regarding this RFP or the Borough of Naugatuck's procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact before the deadline specified in the Procurement Schedule. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone. All questions received before the deadline(s) will be answered. Questions deemed unrelated to the RFP or the procurement process will not be answered. At its discretion, the Borough of Naugatuck may or may not respond to questions received after the deadline. The Borough of Naugatuck reserves the right to answer questions only from those who have attended the RFP Conference. The Borough of Naugatuck may combine similar questions and give only one answer. All questions and answers will be compiled into a written amendment to this RFP. If any answer to any question constitutes a material change to the RFP, the question and answer will be placed at the beginning of the amendment and duly noted as such.

The Borough of Naugatuck will release the answers to questions on the date(s) established in the Procurement Schedule to those who attended the RFP conference and, on the Borough of Naugatuck's RFP Web Page.

## **7. RFP SITE VISIT**

**A site visit is scheduled for All interested firms shall meet at the Tuttle Building, 380 Church Street, Naugatuck at said date and time.**

An RFP site visit will be held January 22, 2025 @ 11:00 AM at the **Bronson Tuttle House, 380 Church Street, Naugatuck, CT** for bidders to review current conditions of the structure identified in the project. Staff will not be available for questions related to the project. Any questions resulting from the open house visit can be submitted to the Official Contact in accordance with the Inquiry Procedures described above.

## **8. Proposal Due Date and Time.**

Sealed Responses will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept. Basement, Town Hall, 229 Church Street, Connecticut, 06770 until February 14, 2025 at 11:00 AM local time. Proposals received after the due date and time will be ineligible and will not be evaluated.

Immediately following the above time and date sealed Proposals will be publicly opened at the Town Hall at the Borough of Naugatuck, Dept, 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom.

**An acceptable submission must include the following:**

- One (1) conforming electronic copy of the original proposal.
- 5 Printed copies of the proposal
- Copy firms Certificate of Insurance
- Signed Borough of Naugatuck insurance agreement
- Completed Vendor Form
- Completed W9 Form

The proposal must be complete and ready for evaluation by the Evaluation Committee.

## **9. Multiple Proposals.**

The submission of multiple proposals is not an option for this procurement.

## **C. PURPOSE OF RFP AND SCOPE OF SERVICES**

### **1. BUILDING HISTORY**

In 1858, John Howard Whittemore formed a company with Bronson B. Tuttle to produce malleable iron hardware, a company that was eventually known as

Naugatuck Malleable Iron. Tuttle's brick house, unlike that of his partner Whittemore, survives today in Naugatuck Center, at the north end of Church Street. Built in 1879 to 1881, the brick and brownstone residence, designed by Robert Wakeman Hill of Warterbuy, is Queen Anne in style, elaborated with elements of other styles. The gable ends and tower dormers are decorated with a quarter sunburst design. There is quatre-foil-pierced terra-cotta cresting along the roof line. The original wraparound porch was later removed. The house remained in the Tuttle family until 1935, when it was given to the Borough of Naugatuck, the house has served as a school and the offices of the Naugatuck Board of Education. Recently the building has undergone significant renovation including a new slate roof, new furnace, new fire sprinkler system, and significant interior renovations.

## 2. SERVICE OVERVIEW

The building currently functions as a museum and is the home of the Naugatuck Historic Society. The Tuttle Building needs exterior renovations. The mortar joints between the existing exterior brick have failed in numerous locations causing water intrusion into the building. The exterior wood work has not been painted in many years and is in desperate need of attention, much of the exterior woodwork is rotted beyond repair. Funding will focus on planning for such exterior renovations, to enable the Borough of Naugatuck to apply for a construction grant through the State's Historic Preservation Office in Spring 2025.

As funding allows, planning will also address planning for the expansion into the second floor of the building. Due to current building and fire codes the Naugatuck Historic Society is limited to public assembly to the first floor only. The Borough has made significant improvements to the building to allow for storage and personnel/employee usage of the second floor. The Borough of Naugatuck and the Historic Society would like to expand exhibit space to the second floor in the near future. Recently the Borough of Naugatuck commissioned a Life Safety Study for the Tuttle House to determine a path to obtaining expanded use of the second floor (see attachments).

The purpose of the project is to produce bid documents including plans and specifications, as well as cost estimates, for the following Work:

- Repoint brick in selected locations, to address current water intrusion at the entrance
- Selective Wood Rot repair
- Painting of exterior wood trim and Wood work

As funding allows, planning for access to the second floor.

- Construction of an exterior stairway on the south side which would be similar to the one on the west side and would provide an additional code compliant exit.
- Construction of additional Fire Suppression system for internal stairwell, for fire code compliance.

In addition, it is expected that the work would include assistance to borough of Naugatuck to obtain the required state building code modifications to allow for the assembly use on the second floor.

### **3. SCOPE OF SERVICE DESCRIPTION**

Borough of Naugatuck is looking to hire an appropriately experienced and qualified historical architect, or firm for the purpose of providing an assessment of the physical condition of the Bronson Tuttle House (1882) 380 Church Street, Naugatuck.

#### **1. Service Expectations**

The Consultant will:

-Consult with the Borough of Naugatuck's representatives regarding the needs and goals of the project.

-Produce a report that includes the following:

The purpose of the project is to produce bid documents including plans and specifications, as well as cost estimates, for the following Work:

- Repoint brick in selected locations
- Selective Wood Rot repair
- Painting of exterior wood trim and Wood work
- As funding allows, planning for access to the second floor.
  - Construction of an exterior stairway on the south side which would be similar to the one on the west side and would provide an additional code compliant exit.
  - Construction of additional Fire Suppression system for internal stairwell, for fire code compliance.
- In addition, it is expected that the work would include assistance to borough of Naugatuck to obtain the required state building code modifications to allow for the assembly use on the second floor.

The plans and specifications will be prepared by a 36 CFR Part 61 Qualified Architect.

The project will be done in accordance with the Secretary of the Interior Standards for the treatment of historic properties and the procedures of the Department of Economic and Community Development (DECD), State Historic Preservation Office (SHPO).

#### **2. Staffing Expectations**

Qualifying bidders must meet minimum professional qualifications under the Secretary of the Interior's Historic Preservation Professional Qualification Standards as expanded and revised in 1997 (62 FR 33708, June 20) for the fields of Engineering and/or Historic Architecture.

- Bidders are required to produce examples of similar work experience.
- Preference will be given to bidders who have extensive experience utilizing the Secretary of the Interior Standards for the Treatment of Historic Properties

### **3. Financial Expectations**

#### **Payment to the Contractor will be made based upon standard invoice procedures**

- The accepted bidder should anticipate providing an outline of payment requests as they relate to percentage of work completed.

#### **Insurance Requirements**

- Proposer shall maintain all required insurance in amounts, form, substance and quality acceptable to the State, as described more fully in Appendix B, attached hereto and made a part hereof. A certificate evidencing such insurance shall be delivered to the Official Contact

### **4. Budget Expectations**

- The budget for this project is funded by the Connecticut Community Investment Account, as administered by the Department of Economic and Community Development, State Historic Preservation Office (SHPO), as well as through Borough of Naugatuck funds.
- The funding allotted for the services outlined in this RFP is \$40,000.00.

### **5. Borough of Naugatuck's Role**

- The Borough of Naugatuck will provide access to other requested records, upon availability including existing drawings and previous inspections

## **D. PERFORMANCE MEASURES**

The following performance metrics highlight key priorities of the project and desired outcomes.

- Adherence to proposed schedule
- Project design meets Borough of Naugatuck expectations
- Approval of State building code modifications
- SHOP approval of developed plans and specifications
- Submission of complete Bid document including Plans and specifications
- Construction estimate accurately reflect bids received

## **E. PROPOSAL SUBMISSION CONTENTS**

### **1. Cover Sheet.**

The Cover Sheet is Page 1 of the proposal.

The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of the provider or vendor submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

- RFP Name or Number:
- Legal Name:



- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

## 2. CONTENTS OF PROPOSAL

### a. Executive Summary.

Proposals must include a high-level summary of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP and a brief overview of why the Respondent should be selected for the activities highlighted in the scope of services.

### b. Main Proposal

#### To Submit a Responsive Proposal:

The proposal must include but is not limited to:

- Firm Qualifications
- Team Member Credentials, including resumes
- Project Understanding/Methodology/Scope. Should include:
  1. *Start Date*
  2. *Timetable / Schedule*
  3. *Tasks, Deliverables*
  4. *Methodologies*
  5. *Measurable Objectives*
- Relevant Project Experience.- Experience in work similar in scope of services and in importance to this proposal
- References - List not less than three (3) client references for whom services similar to this request for Proposals are currently or previously been provided, include for each client:
- Fee Proposal
- Certificate of Insurance
- Signed Insurance agreement
- Completed Vendor Form
- W9 Form

**c. Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Borough of Naugatuck may include the proposal, by reference or otherwise, into any contract with the successful proposer.

## G. EVALUATION OF PROPOSALS

### **1. Evaluation Process.**

It is the intent of the Borough of Naugatuck to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP

### **2. Evaluation Review Committee.**

The Borough of Naugatuck will designate a Review Committee to evaluate proposals submitted in response to this RFP. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed and considered. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all proposals that meet the Minimum Submission Requirements and make recommendations for awards. The Department of Economic and Community Development State Historic Preservation Office (SHPO) will approve the selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee or the State Historic Preservation Office staff member may result in disqualification of the proposer.

### **3. Minimum Submission Requirements.**

To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Eligibility and Qualification requirements to respond to the procurement, and (3) be complete. Proposals that fail to satisfy these minimum submission requirements will not be reviewed further. The Borough of Naugatuck will reject any proposal that deviates significantly from the requirements of this RFP.

### **4. Evaluation Criteria.**

Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals.

#### **1. Organization Description and History**

Meets the outlined qualifications and provides proof of previous completed projects of a similar scope and scale.

#### **2. Scope of Services**

A detailed understanding of the scope of services, particularly the requirements of the project.

#### **3. Staffing Plan & Subcontractors**

Staffing, including subcontractors, should meet the desired qualifications and provide expertise in all necessary categories of work.

#### **4. Work Plan**

A realistic / efficient work plan, which falls within the budget and provides a competitive timeline, fully outlining all expected deliverables.

#### **5. Cost competitiveness and Budget Narrative**

A competitive, yet thorough budget, which incorporates the entire scope of services, and is realistic in regard to staffing and timing required.

Note:

As part of its evaluation of the Staffing Plan, the Review Committee will review the proposer's demonstrated commitment to affirmative action

## **5. Proposer Selection.**

Upon completing its evaluation of proposals and approval by SHPO, any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Borough of Naugatuck. Such negotiations may, but will not automatically, result in a contract. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Borough of Naugatuck's discretion, about the outcome of the evaluation and proposer selection process.

## **H. TERMS AND CONDITIONS**

*By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:*

- 1. Equal Opportunity and Affirmative Action.** The Borough of Naugatuck is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** The Borough of Naugatuck shall not assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 4. Proposed Costs.** All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Borough of Naugatuck. The Borough of Naugatuck may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Borough of Naugatuck. At its sole discretion, the Borough of Naugatuck may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
- 8. RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the Borough of Naugatuck or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Borough of Naugatuck and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Borough of Naugatuck shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Borough of Naugatuck.

## **I. RIGHTS RESERVED TO THE BOROUGH OF NAUGATUCK**

*By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the Borough of Naugatuck:*

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Borough of Naugatuck.
- 2. Amending or Canceling RFP.** The Borough of Naugatuck reserves the right to amend or cancel this RFP on any date and at any time, if the Borough of Naugatuck deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- 3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Borough of Naugatuck may reopen the procurement process, if it is determined to be in the best interests of the Borough of Naugatuck.
- 4. Award and Rejection of Proposals.** The Borough of Naugatuck reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Borough of Naugatuck may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the Borough of Naugatuck will be served. The Borough of Naugatuck reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- 5. Sole Property of the BOROUGH OF NAUGATUCK .** All proposals submitted in response to this RFP are to be the sole property of the Borough of Naugatuck. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the Borough of Naugatuck unless stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the Borough of Naugatuck and the SHPO without recourse.
- 6. Contract Negotiation.** The Borough of Naugatuck reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Borough of Naugatuck further reserves the right to contract with one or more proposer for such services.
- 7. Clerical Errors in Award.** The Borough of Naugatuck reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of the Borough of Naugatuck shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Borough of Naugatuck and the proposer.

## **ATTACHMENTS**

- 1. Borough of Naugatuck Insurance Agreement**
- 2. Borough of Naugatuck Vendor form**
- 3. Assistance Agreement with DECD**
- 4. SHPO Planning Grant**
- 5. Grew Life Safety Study**
- 6. Kaestle Boos Associates, Inc 2010 Existing Conditions Report**
- 7. Tuttle House Elevations**

## BOROUGH OF NAUGATUCK: INSURANCE REQUIREMENTS

### 1. Indemnification and Insurance

\_\_\_\_\_ ('The Contractor') shall indemnify, defend and hold harmless the Borough of Naugatuck and the state of Connecticut Department of Economic and Community Development, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better licensed to do business in the state of Connecticut.

Evidence of insurance, with adequate limits of liability, shall be furnished to the Borough. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the Borough of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate.

The Borough expressly retains the right via endorsement to recover and/or subrogate for any and all damages caused by or resulting from the products or work of the Contractor or subcontractors. Where applicable, policies shall also be endorsed to include a Waiver of Subrogation in favor of the Borough, as well as name the Borough as an additional insured on a primary and non-contributory basis. The Contractor must require that all subcontractors, agents, and assigns procure and maintain insurance protection comparable to that required of the Contractor including additional insured status and waiver of subrogation requirements.

In the event of a dispute with respect to contract terms and conditions, this agreement and all of its terms and conditions, including but not limited to insurance and indemnification requirements, takes precedence over all other agreements.

**Limitation of liability of any form by the Contractor or subcontractors is expressly forbidden. It's expected that the Contractor will expose the full limits under their insurance policies. These are only the minimum requirements to do business with the Borough.**

- A. *Workers Compensation:* The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$500,000 each accident by bodily injury; \$500,000 each accident by disease and a policy limit of \$500,000.

Such policy shall include a broad form "all states" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.

- B. *Commercial General Liability Insurance*: The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.
- C. *Commercial Automobile Insurance*: The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.
- C. *Umbrella Liability Insurance*: The Contractor shall provide commercial umbrella liability with limits no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.
- D. *Professional Liability*: The Contractor shall provide professional liability covering errors, omissions. Such insurance shall be in an amount no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. If such insurance is written on a claims-made basis, the Contractor shall maintain such coverage continuously throughout the term of the work for a period of three (3) years following acceptance of the work by the Borough.

The Contractor shall not commence Work under the Contract until all insurance required has been procured and approved by the Borough nor shall the Contractor allow any of its subcontractors to commence Work until comparable insurance has been procured and approved by the Borough. Notwithstanding the foregoing, Contractor shall be liable for the actions and inactions of subcontractors who perform Work pursuant to this RFP and subsequent contracts.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

Signed by Contractor:

Date:

\_\_\_\_\_

\_\_\_\_\_

Address:

\_\_\_\_\_

Signed by Borough:

Date:

\_\_\_\_\_

\_\_\_\_\_



**BOROUGH OF NAUGATUCK**

229 Church Street  
Naugatuck, CT 06770

**VENDOR APPLICATION FORM**

**VENDOR INFORMATION**

<b>COMPANY / FIRM NAME</b> as shown on Federal Tax Return		<b>VENDOR ID.</b> If applicable
<b>ALTERNATE NAME</b> if applicable/(doing business as)		<b>TAX ID NUMBER</b> FEIN OR SSN
<b>VENDOR ADDRESS</b>		
<b>PAYMENT ADDRESS</b> if different from above		
<b>PO MAILING ADDRESS</b> if different from above		
<b>PHONE</b>	<b>FAX</b>	<b>WEBSITE</b>
<b>POINT OF CONTACT FOR SALES - NAME &amp; TITLE</b>		<b>POINT OF CONTACT EMAIL</b>

**ORGANIZATION TYPE** (Please submit completed W9)

	C Corporation	Individual/Sole Proprietor or Single Member LLC	Trust/estate
	S Corporation	Partnership	Limited Liability Company. (C=Corp, S=S Corp, P=Partnership)
	Other		

<b>VENDOR TYPE</b>			
	SERVICE	Type of Service	
	PRODUCT	Type of Product	
	BOTH		

**SERVICE VENDORS**

Where will the Service be performed:  Borough Property  Vendor's location

Is a State License required to perform work in the State of Connecticut? If Yes:  YES  NO

Type of License for Business: (Electrical, Mechanical, HVAC, etc.)

Credential Number (also provide a copy of current license)

**\*\*Also provide individual license copy for employees performing work onsite(i.e. Electrical license, HVAC, etc)**

**NOTE: Service Vendors require a COI to be submitted to Purchasing, as well as a signed Insurance Agreement**

**DEPARMENT USE ONLY**

Expected Annual Purchase \$\$ \_\_\_\_\_

Anticipated Purchase Authority \_\_\_\_\_ (reason for adding vendor)

Which line item from your GL will this Vendor fall under?

Will we be processing payments for this Vendor?  YES  NO

Documents obtained: \_\_\_\_\_ W9 \_\_\_\_\_ COI \_\_\_\_\_ Signed Insurance Agreement



**ASSISTANCE AGREEMENT BY AND BETWEEN  
THE STATE OF CONNECTICUT  
ACTING BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY  
DEVELOPMENT  
(An Equal Opportunity Employer)  
AND  
Borough of Naugatuck**

This **ASSISTANCE AGREEMENT** (the "Agreement" or "Contract") is made and entered into by and between the **STATE OF CONNECTICUT**, (hereinafter the "State"), acting herein by Daniel O'Keefe, its Commissioner Designate of the Department of Economic and Community Development (hereinafter the "Commissioner"), pursuant to §§ 4-66aa and 10-409(a)(14) of the Connecticut General Statutes and the Borough of Naugatuck (hereinafter the "Applicant" or "Contractor") acting herein by N. Warren "Pete" Hess III , its duly authorized Mayor.

**WITNESSETH:**

**WHEREAS**, the Applicant has submitted to the State a series of documents, including a Survey and Planning Grant Application for a matching grant-in-aid, a certified resolution from the Applicant's appropriate organizational body authorizing the Applicant to submit said Application, a Project Financing Plan and Budget, and exhibits, if any, and other documents (all, together with all other documents and agreements executed by the Applicant in connection with this Agreement, hereinafter the "Project Documents") for a project entitled *Consulting Services of a 36 CFR-qualified historical architect/engineer team to prepare architectural plans and specifications for the Bronson Tuttle House (1882) 380 Church Street, Naugatuck.* (hereinafter the "Project") and has represented to the State that it can rely upon the information within the Project Documents as being accurate and complete; and

**WHEREAS**, the State and the Applicant desire to define the terms and conditions upon which such grant-in-aid will be made available to the Applicant.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the State and the Applicant hereby agree as follows:

**ARTICLE 1 - STATE OBLIGATIONS**

1.1. Financial Assistance. The State hereby agrees, subject to the terms of this Agreement and its Exhibits and in reliance upon the facts and representations set forth in the Project Documents, to provide a grant-in-aid to the Applicant for the Project in the form of a Survey and Planning Grant in an amount not to exceed \$20,000 (hereinafter, the "Funding").

## ARTICLE 2 - APPLICANT WARRANTIES, COVENANTS, AND OBLIGATIONS

The Applicant represents, warrants and covenants as follows, and further covenants for so long as this Agreement or any clause thereof shall remain in effect:

2.1. Form of Business Entity. The Applicant is a municipal corporation duly created and validly existing under the laws of the State of Connecticut. Further, the Applicant will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of Connecticut.

2.2. Ability to Conduct Business. The Applicant has all franchises, permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. The Applicant is not in violation, nor will the transactions contemplated by this Agreement or the Project Documents to which it is a party, cause a violation of the terms or provisions of any such franchise, permit, license, or similar authorization.

2.3. Authorization to Enter Into and Execute Project Documents and Agreement. The execution and delivery of the Project Documents and this Agreement by the Applicant, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws (including its charter) or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound.

2.4. Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Applicant of this Agreement or the Project Documents. The Applicant agrees that nothing in this Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

2.5. Agreement to Undertake Project. The Applicant shall undertake and complete the Project as described in the Project Documents and to the satisfaction of the State.

2.6. Obstacles to Entering and Executing Project.

(A) Existing Suit or Other Actions. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Applicant's knowledge, threatened against or affecting it, which could or might adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents or this Agreement.

(B) Default of Existing Orders or Instruments. The Applicant is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project, or any of the transactions

contemplated by the Project Documents or this Agreement, the validity of the Project Documents or this Agreement, or the Applicant's ability to discharge its obligations under the Project Documents and this Agreement. In addition, the Applicant is not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions, or provisions contained in any agreement or instrument to which the Applicant is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) Instance of Default. No Instance of Default (as defined in Section 4.1 hereof) has occurred or is continuing, and the Applicant has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

## 2.7. Material Adverse Change.

(A) Financial Condition. There has been no material adverse change in the financial condition of the Applicant since the date of application for the Funding that has not been previously disclosed in writing to the Commissioner.

(B) Representations in Documents. All financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Commissioner are correct and complete, and fairly present the financial position and results of operations of the Applicant at the times of and for the periods reflected by such financial statements. The financial statements and all other written statements furnished by the Applicant in connection with the Funding do not contain any untrue statement of material fact and do not omit any material fact whose omission would make the statements contained therein or herein misleading.

(C) Other Facts. There is nothing which the Applicant has not disclosed to the Commissioner in writing, which writing, if any, is attached hereto as Exhibit A, which materially and adversely affects or, as far as the Applicant can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits, or condition of the Applicant. Further, the Applicant shall notify the Commissioner, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant.

2.8. Use of State Funding. The Applicant shall use the Funding for the Project as set forth in this Agreement, the Project Documents, and the most recently approved Project Financing Plan and Budget, and for no other purpose.

(A) Additional Costs Above Funding. Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project as set forth in the most recently approved Project Financing Plan and Budget shall be the responsibility of the Applicant and shall not be covered by the Funding. The Applicant shall, at a minimum, provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Project Financing Plan and Budget.

(B) **Budget.** The Project Financing Plan and Budget most recently approved by the Commissioner shall constitute the budget for the Project. The Project Financing Plan and Budget may be amended by request of the Applicant if such request is approved in writing by the Commissioner. Approval by the Commissioner of any revised Project Financing Plan and Budget shall not constitute or imply a revision of the amount of the Funding.

2.9. **Payment of Other Obligations.** The Applicant shall pay and discharge promptly when due and payable all taxes, assessments and governmental charges levied or imposed upon it, its property, or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such charges need not be paid while being contested by the Applicant in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant's title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant shall also pay all taxes or duties levied or assessed against the State, or the obligations evidenced hereby, and pay all costs, expenses, and reasonable attorneys' fees incurred by the State in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Instance of Default or in any litigation or controversy arising from or connected with this Agreement or the Project Documents.

2.10. **Indemnification.** For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum. "Records" means all working papers and such other information and materials as may have been accumulated by the Applicant in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. "Goods" means all things which are movable at the time that the Agreement is effective and which includes, without limiting this definition, supplies, materials and equipment. "Applicant Party" or "Applicant Parties" shall mean an Applicant's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Applicant is in privity of oral or written contract (e.g. subcontractor) and the Applicant intends for such other person or entity to perform under the Agreement in any capacity.

(A) The Applicant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Applicant or Applicant Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement. The Applicant shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Applicant's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Applicant's bid or proposal, and (ii) Records, intellectual property rights, other

proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Agreement.

(B) The Applicant shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(C) The Applicant shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Applicant or any Applicant Parties. The State shall give the Applicant reasonable notice of any such Claims.

(D) The Applicant's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Applicant is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims.

(E) The Applicant shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, either (a) sufficient general liability insurance or (b) sufficient financial capacity to self-insure, to satisfy its obligations under this Agreement, including its obligation to indemnify, defend, and hold harmless under Section 2.10. If the Applicant is not self-insured it shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to Connecticut Department of Economic and Community Development ("DECD") all in an electronic format acceptable to DECD prior to the Effective Date of the Agreement evidencing that the State is an additional insured. The Applicant shall not begin performance until the delivery of these three (3) documents to DECD. Applicant shall provide an annual electronic update of the three (3) documents to DECD on or before each anniversary of the Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(F) The Applicant shall indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste relating to the Project, or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters. Such indemnity shall survive payment in full of the Funding, and termination and/or release of this Agreement.

(G) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

2.11. Compliance with Laws, Regulations, Rules, and Executive Orders. In the administration and execution of the project, the Applicant shall comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the state under and pursuant to the agreement, including, but not limited to, (1) Connecticut General Statutes Title 1,

Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to section 22a-194a concerning the use of polystyrene foam.

2.12. Intentionally Omitted.

2.13. Freedom of Information.

(A) Confidential Information. The State will afford due regard to the Applicant's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Applicant may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Applicant believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Agreement, the Records and the specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. If the Applicant indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL", the State will endeavor to keep said information confidential to the extent permitted by law. The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Applicant shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other requirements of law.

(B) Disclosure of Records. This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

2.14. Whistleblowing. This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes if the amount of this Agreement is a "large state contract" as that term is defined in such statute. In accordance with this statute, if an officer,

employee or appointing authority of the Applicant takes or threatens to take any personnel action against any employee of the Applicant in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, the Applicant shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Applicant.

2.15. Executive Orders and Other Enactments.

- (a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- (b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- (c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Daniel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

2.16. Campaign Contribution Restriction. INTENTIONALLY OMITTED.

2.17. Relocation. INTENTIONALLY OMITTED.

2.18. Other Debt. INTENTIONALLY OMITTED.

2.19. Conflict of Interest. The Applicant will adopt and enforce measures appropriate to assure that no member of the Applicant's governing bodies and none of its officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project.

2.20. Notification of Instance of Default by Applicant. The Applicant shall notify the Commissioner promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Applicant or its properties are subject and of the actions it intends to take in order to cure such default in a timely manner.

2.21. Business Continuation and Transfer of Control. INTENTIONALLY OMITTED.

2.22. Representations in Other Documents. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of the Applicant pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State. This Agreement and the Project Documents to which the Applicant is a party, when delivered, will be legal, valid, and binding obligations of the Applicant, enforceable against it in accordance with their respective terms.

### ARTICLE 3 - PROJECT ADMINISTRATION

3.1. Audit and Inspection of Plant, Places of Business and Records.

- (A) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Applicant's and Applicant's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement. The Applicant shall comply with federal and state single audit standards as applicable.
- (B) The Applicant shall maintain, and shall require each of the Applicant Parties to maintain, accurate and complete Records. The Applicant shall make all of its and the Applicant Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (C) The State shall make all requests for any audit or inspection in writing and shall provide the Applicant with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.



- (D) The Applicant will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Applicant under this Agreement. The Applicant will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (E) The Applicant shall keep and preserve or cause to be kept and preserved all of its and Applicant Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Applicant shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (F) The Applicant shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Applicant shall cooperate with an exit conference.
- (G) The Applicant must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Applicant Party.
- (H) If Applicant is subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at <https://portal.ct.gov/-/media/DECD/OFR/DECD-Audit-Guide-January--2019.pdf> and the requirements established by federal law and state statute. If Applicant is 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 DECD may conduct Project-specific audits.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the State for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3.2. Payment to Applicant. The Applicant agrees to and shall comply with the following with respect to the Funding:

(A) Office of the State Comptroller Electronic Fund Transfer Automated Clearing House (“ACH”)(EFT) Program. Upon the execution of this Agreement, the Applicant shall provide current, verifiable bank account information for accounts with Applicant’s bank to the Office of the State Comptroller (“OSC”) by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, and such additional information as the OSC may require (<https://www.osc.ct.gov/vendor/directdeposit.html>).

(B) Requisition Form. In order to bring about the transfer of moneys to the account designated under subsection (A) above (the “Account”), the Applicant shall requisition funds on forms provided by the Commissioner and in the manner prescribed by this Agreement. Payment to the Applicant will be made based upon said requisition forms.

(C) Pre-agreement Costs. Unless authorized by the Commissioner in writing, no costs incurred prior to October 2, 2024 are eligible for reimbursement from the Funding.

(D) Deadline. The Applicant agrees that the Project shall be completed no later than December 31, 2026 (the “Deadline”), and expenses incurred after the Deadline are not eligible for reimbursement from the Funding.

3.3. Insurance. INTENTIONALLY OMITTED.

3.4. Personal Service Contracts. All Project cost items of personal service, except those to be performed by volunteers and those to be performed by employees of the Applicant who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant shall, upon request, provide the Commissioner with copies of all such contracts.

3.5. Repayment to State. In the event that an audit referred to in section 3.1 above demonstrates that the actual expenditures made by the Applicant in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in section 1.1 above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by the Applicant to the State within ninety (90) days after the end date of the most recently approved Project Financing Plan and Budget. Upon repayment by the Applicant of such excess amount of the Funding which has been disbursed to the Applicant, the stated amount of the Funding under this Agreement shall be amended, as applicable, so as to evidence the actual amount of the Funding which has been received by the Applicant.

3.6. Report. No later than sixty (60) days before the Deadline, the Applicant shall furnish to the State a final summary report with such information and in a format as requested by the State, including but not limited to a program evaluation narrative, financial reporting including copies of invoices, proof of payment and a certificate of actual eligible costs, and digital images showing grant work completed.

## ARTICLE 4 - DEFAULT

4.1. Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an "Instance of Default"):

(A) Breach of Agreement. If the Applicant fails to perform any act, duty, or obligation set forth herein or in any Project Document or fails to forebear from any unpermitted act, or if the Applicant abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(B) Misrepresentation. If any representation or warranty made by the Applicant or caused to be made for the Applicant in this Agreement or any of the Project Documents prove at any time to be incorrect in any material respect.

(C) Receivership or Bankruptcy. If the Applicant shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Applicant for the purpose of effecting any of the foregoing.

(D) Condemnation or Seizure. If any Federal, state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of Applicant.

(E) Lack of Adequate Security. If the State, at any time and in good faith, deems itself to be insecure. For the purposes of this Agreement, the State shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the prospects of the Applicant's business, or which materially affects the financial condition or business operations of Applicant. Also included is the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Applicant's property.

4.2. Events in Instances of Default.

(A) Notice of Default. If the Applicant defaults or shall commit or allow any breach of the Applicant's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Instance of Default, hereunder, the Commissioner shall notify the Applicant of the default in writing ("Notice of Default").

(B) Opportunity to Cure. Upon the occurrence of an Instance of Default, the Commissioner may determine that permitting an opportunity to cure a default could jeopardize the Project or security, or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the Commissioner may seek other remedies. Without in

any way limiting the preceding right to act without providing the opportunity to cure, the Commissioner may provide the Applicant thirty (30) days after the Notice of Default, or such longer period of time as the Commissioner may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner.

(C) Remedies. Upon the occurrence of an Instance of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(1) To suspend all further payments by the State to the Applicant until such default is cured to the satisfaction of the Commissioner;

(2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant in this Agreement or the Project Documents;

(3) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Applicant hereby agrees to repay immediately to the State the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Applicant because of such default or breach;

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(6) The Applicant understands and agrees that all expenditures incurred by State under this Agreement, other than the principal of the Funding, but including the principal of the Funding after maturity or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, acceleration, default or judgment as applicable.

(7) The State may collect costs associated with collection efforts as outlined in section 2.9 of this Agreement

## **ARTICLE 5 - MISCELLANEOUS PROVISIONS**

### **5.1. Nonwaiver & Sovereign Immunity.**

(A) If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such

non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition.

(B) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

5.2. Severability. If any term or provision of this Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by law.

5.3. Agreement Date. This Agreement shall become effective as of the date of its approval by the Attorney General of the State of Connecticut.

5.4. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute one and the same agreement. Transmittal of the signatures of the parties to this Agreement by email or facsimile shall be deemed as effective as an original signature thereon.

5.5. Multiple Applicants. If there is more than one Applicant, the obligations hereunder and under the Project Documents, shall be joint and several.

5.6. Notices. Any notice to the Applicant pursuant hereto or pursuant to any of the Project Documents may be served in person or be sent by certified mail, return receipt requested or by recognized overnight courier service. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant, or at such other address as the Applicant shall notify the Commissioner, or sent as aforesaid and addressed to the Applicant at 229 Church Street, Naugatuck, CT 06770 or at such other address as provided above. Any notice to the State or Commissioner shall be addressed to the Commissioner, Department of Economic and Community Development, at 450 Columbus Boulevard, Suite 5, Hartford, CT 06103. Any notice served upon the State or Commissioner under this Agreement or any other Project Document shall be effective only upon receipt by the Commissioner.

5.7. Waivers by Applicant. The Applicant and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of the time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and further consent to the release of any part or parts or all of the security for the payment hereof and to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

5.8. Headings, Number and Gender. The headings given to the Sections in the Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the particular Section to which the heading refers. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

5.9. Amendments; Supremacy and Entirety of Agreement.

(A) No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and, where applicable, approved by the Connecticut Attorney General. Any and all documents authorized in connection with this Agreement shall be subject to the terms of this Agreement. This Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

(B) In the event that the Applicant seeks modification in the form of a consent or a subordination to financing required by the Applicant in its normal course of business, the Applicant shall request such modification in writing to the Commissioner not less than thirty (30) days prior to the date such modification is required. The Applicant shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.

5.10. Provision of Other Documents. Upon the request of the Commissioner, the Applicant shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Commissioner its rights under this Agreement. Without limiting the generality of the foregoing, the Applicant will join with the Commissioner in executing such financing statements, agreements, notices or other documents or instruments as the Commissioner shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the property of the Applicant. The Applicant shall pay the cost of filing and recording, or refiling and re-recording, such documents and instruments in all public offices in which such filing or recording, or refiling or re-recording, is deemed by the Commissioner to be necessary or desirable.

5.11. Assignment. The Applicant shall not assign any of its rights or obligations under the Agreement, voluntarily or otherwise, in any manner without the prior written consent of the Commissioner. The State may void any purported assignment in violation of this section and declare the Applicant in breach of Agreement. Any termination by the State for a breach is without prejudice to the State's rights or possible Claims.

5.12. Survival of Representations, Warranties and Covenants. For the purposes of this Agreement, the term "Contractor" or "Applicant" shall mean and include any successor or assigns of Applicant including any representative of Applicant under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Applicant in this Agreement or in any of the Project Documents or in any certificate or instruments delivered to the State in connection with the

Funding shall be considered to have been relied upon by the Commissioner and shall survive until the earlier of: (i) ten (10) years after receipt of the last installment of the Funding; or return of the funding by the applicant to the State, as may be required or demanded by the State. . This Agreement and the other Project Documents shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that nothing in this provision shall imply that the Applicant has the right or authority to assign its rights, duties or obligations hereunder or under any of the Project Documents without the written consent of the Commissioner.

5.13. Governing Documents. In the event of any conflict between this Agreement and any of the Project Documents, this Agreement shall be controlling.

5.14. Third Parties. This Agreement is between the State and the Applicant only and shall not be relied upon by any third party.

5.15. Forum and Choice of Law. The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Applicant waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5.16. Termination. This Agreement shall remain in full force and effect for the entire term of the contract period unless terminated by the State.

(A) Notwithstanding any provisions in this Agreement, the State, through a duly authorized representative, may terminate the Agreement whenever the State makes a written determination that such termination is in the best interests of the State. The State shall notify the Applicant in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Applicant must modify or complete its services prior to such date.

(B) Notwithstanding any provisions in this Agreement, the State, through a duly authorized employee, may, after making a written determination that the Applicant has breached the Agreement and failed to remedy the breach, terminate the Agreement in accordance with the provisions in this Agreement.

(C) The State shall send a notice of termination in accordance with the Notice Section of this Agreement. Upon receiving the termination notice from the State, the Applicant shall immediately modify or discontinue all services affected in accordance with the terms of the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the State all Records. The Records are deemed to be the property of the State and the Applicant shall deliver them to the State no later than thirty (30) days after the termination of the Agreement or fifteen (15) days after the Applicant receives a written request from the State for the Records. The Applicant shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, PDF, ASCII or .TXT.

(D) Upon receipt of a written notice of termination from the State, the Applicant shall cease operations as the State directs in the notice, and take all actions that are necessary or appropriate, or that the State may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the State directs the Applicant to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Applicant shall terminate or conclude all existing subcontracts and shall not enter into any further subcontracts or other commitments.

(E) The State shall, within forty-five (45) days of the effective date of termination, reimburse the Applicant for its services rendered and accepted by the State in accordance with the Project Financing Plan and Budget, in addition to all actual and reasonable costs incurred after termination in completing those portions of the services which the notice required the Applicant to complete. However, the Applicant is not entitled to receive and the State will not tender to the Applicant any payments for anticipated or lost profits. Upon request by the State, the Applicant shall assign to the State, or any replacement Applicant which the State designates, all subcontracts, and other commitments, deliver to the State all Records and other information pertaining to its services, and remove from State premises, whether leased or owned, all of Applicant's property, equipment, waste material and rubbish related to its services the State may request.

(F) For breach or violation of any of the provisions in the section concerning representations and warranties, the State may terminate the Agreement in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Applicant or Applicant Parties or any third party.

(G) Upon termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

(H) Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by the State.



5.17. **COMMERCIAL TRANSACTION AND WAIVER.** INTENTIONALLY OMITTED.

5.18. **JURY TRIAL WAIVER.** INTENTIONALLY OMITTED.

5.19. **Setoff.** The State, in its sole discretion, may setoff and withhold (1) any costs or expenses, including, but not limited to, costs or expenses such as overtime, that the State incurs resulting from the Applicant's breach under the Agreement and under any other agreement or arrangement that the Applicant has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Applicant, against amounts otherwise due or that may become due to the Applicant under the Agreement, or under any other agreement or arrangement that the Applicant has with the State. The State's right of setoff and right to withhold are not the State's exclusive remedies for Applicant's breach, all of which remedies survive any setoffs and withholdings by the State.

## ARTICLE 6 - SPECIAL CONDITIONS

6.1. **Definition of Work Products.** As used in this Article 6, the "Work Products" shall mean the materials produced by the Applicant with the Funding.

6.2. **Copyright to Work Products under this Agreement.**

The State reserves a royalty-free right to reproduce, publish, or otherwise use the work for State or educational purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the State for future official use. Photographer, date, and caption should be identified on each photo, so the State may provide proper credit for use.

6.3. **Acknowledgement of Funding and Display of DECD logo.**

In any news release or printed material promoting this grant-funded program or the Work Products, the Applicant must give credit, prominently placed, to the Connecticut State Historic Preservation Office of the DECD by including the following statement and the DECD logo: The Borough of Naugatuck received support for this project from the State Historic Preservation Office of the Department of Economic and Community Development with funds from the Community Investment Act of the State of Connecticut.


6.4. **Submission of Copies of Work Products.**

The Applicant shall submit to the State one (1) full copies of the architectural plans and specifications prepared under this Agreement. Architectural reports and plans shall be prepared by an architect registered in Connecticut who meets the federal qualification standards of the United States Department of the Interior for an historical architect. All proposed plans shall meet the United States Secretary of the Interior's Standards for the treatment of Historic Properties. The DECD's logo and funding acknowledgement statement, described in section 6.3, shall be prominently displayed on the report's cover.

[Remainder of page intentionally blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the parties hereto make and enter into this Agreement.

**Borough of Naugatuck**

By:   
Name: W. Hiss  
Title: Mayor  
Duly Authorized

Dated: 11/13/24

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

By: \_\_\_\_\_  
Name: Jonathan Kinney  
Title: Director of Operations  
State Historic Preservation Officer  
Duly Authorized

Dated: \_\_\_\_\_

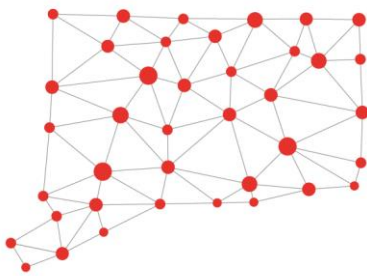
Approved as to Form:

**OFFICE OF THE ATTORNEY GENERAL**

This Agreement having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a *Memorandum of Agreement* between the State of Connecticut, Department of Economic and Community Development and the Connecticut Attorney General dated September 6, 2022, as may be amended from time to time.

**EXHIBIT A**

**[Applicant's Disclosures]**



CONNECTICUT

**STATE HISTORIC PRESERVATION OFFICE**

INVESTING IN PRESERVATION SINCE 1955

## **Survey and Planning Grant**

*Application*

State Fiscal Year 2025

## Survey and Planning Grant | *Application*

### Applicant Information

Municipality/Organization:

Borough of Naugatuck

Chief Elected Official/Executive Director:

N. Warren "Pete" Hess III

Federal Employer ID Number:

06-6002041

Street Address:

229 Church Street

City/Town:

Naugatuck

State:

CT

ZIP Code:

06770

Mailing Address if different from above:

### Contact Information

Contact Name:

Danielle Goewey, Director of Grants

Email Address:

Danielle.goewey@naugatuck-ct.gov

Phone Number:

Danielle.goewey@naugatuck-ct.gov

*This contact information will be used for all questions and mailings related to the grant process.*

### Project Information

Please Identify the grant activity you are applying for:

- Historic Resources Inventory
- Archaeological Survey or Report
- Geophysical Survey for Human Burials (max grant. \$5,000)
- Historic Designation Report or Nomination
- Municipal Historic Preservation Planning Reports
- Pre-development Studies
- Partners In Preservation

---

1. Brief description of the project:

This project will provide the architectural drawings and specifications for a planning project that will enable an ultimate historic preservation project at the Bronson B. Tuttle House in Naugatuck. The Tuttle House is home of the Naugatuck Historical Society and features the Naugatuck History Museum. The scope of work will include planning work (architectural drawings and specifications) for the clustered fire suppression upgrade at the grand stair, the external 2nd floor egress, re-pointing, painting, and water intrusion at the entrance. Upon construction completion, the 2nd floor will be re-activated.

---

2. Street Address of the project resource      380 Church Street

3. Date of Construction of the project resource      1882

---

4. Grant Amount Request:  
44,500

Total Project Cost:  
65,000

---

5. Identify historic designation status of the resource affected by this project (check all that apply):

- National Historic Landmark
  - National Historic Landmark, District: \_\_\_\_\_
  - National Register of Historic Places
  - National Register of Historic Places, District: \_\_\_\_\_
  - State Register of Historic Places
  - State Register of Historic Places, District: \_\_\_\_\_
  - Local Historic Property
  - Local Historic District: \_\_\_\_\_
- 

6. Identify the applicant:

- municipality       501(c)3 nonprofit       501(c)13 nonprofit

*If the applicant is a 501(c)3 or 501(c)13, submit a copy of the IRS Status Determination letter.*

---

---

7. Is this a subsequent phase of a project?

yes  no

If yes, explain:

---

8. Has the applicant received previous grants from SHPO?

yes  no

If yes, please list all grants received (include grant type, date awarded, and award amount):

In 2017, the BON received a \$43,000 HRF grant through SHPO, complementing a grant issued by DECD in 2015 for restoration purposes. The DECD grant totaled \$940,000, though the Tuttle House only utilized a portion of the funding, with the remaining funds split among two other properties. The HRF grant was used for roof replacement.

9. Does the applicant own or lease the property?

own  lease

If the property is leased, does the applicant have a long-term lease of at least 20 years as of the date of the application?

yes  no

If the property is leased, have notarized statements been obtained from the owner/s of the property that permit the applicant to submit this application and complete the project?

yes  no

N/A

Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please submit a copy of the Certificate of Title or lease and applicable notarized statements.*

### Authorization

Name of Authorized Official:

Danielle Goewey

Title:

Director of Grants

Signature:



Date:

8/9/2024

*The authorized official is the individual identified in the Certified Resolution as empowered to carry out the grant application and associated agreements on behalf of the organization/municipality.*

### Legislative Information

U.S Representative's Name:

Rosa DeLauro

District #:

3

State Senator's Name:

Joan Hartley and Jorge Cabrera

District #:

15 and 17

State Representative's Name: Seth Bronko and David Labriola

District #: 70 and 131



## Application Checklist

*This checklist should be submitted with the application. All material listed is required unless otherwise noted. See the Application Guidelines for an explanation of each item.*

	Included	N/A	Comments
A. Project Abstract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
B. Project Narrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
C. Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To Be Forwarded
D. Project Timeline	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To Be Forwarded
E. Budget	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To Be Forwarded
F. Budget Narrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To Be Forwarded
G. Long-term preservation plan (for pre-dev. Grants)	<input type="checkbox"/>	<input type="checkbox"/>	
H. 501(c)3 or 501(c)13 IRS tax status determination letter ( <i>contingent</i> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>	To Be Forwarded
I. Certified Resolution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To Be Forwarded
J. Vendor Profile Form and W-9	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Retained by State
H. Vendor Direct Deposit (ACH) Election Form	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Retained by State
Certificate of title or long-term lease agreement (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Letters of Support (optional)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Applicant has required match in place	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See Resolution
Applicant has read SEEC Form 11 (see website)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

# MILTON GREGORY GREW, AIA

LICENSED ARCHITECT - BUILDING OFFICIAL - CODES CONSULTANT

May 7, 2024

Naugatuck Historical Society  
380 Church Street  
Naugatuck, CT 06770

## LIFE SAFETY STUDY FOR THE TUTTLE HOUSE 380 Church St, Naugatuck, CT

The Naugatuck Historical Society is looking to enhance its use of The Tuttle House by possibly using spaces on the second floor for either public access exhibit space or meeting space. You have been advised by the building official, fire marshal, and SHPO that a life safety study should be prepared to determine whether such is code compliant or what modifications may need to be made to allow such uses.

The building is a listed historic building. The existing building has three stories above grade and a full basement. The type of construction consists of masonry exterior walls and wood framed floors, interior walls, and roof, therefore I have identified it as construction type III-B as defined in IBC Section 602.3.

The previous use of the building was as offices for the Board of Education, which would have been the occupancy classification of B-Business. The uses of the building by the historical society would include exhibits, museum space, and meeting space. These would be classified as A-3 Assembly. Office or exhibit storage space are either accessory uses or can be considered as part of the primary use.

The only alterations that are being considered in this study are those that might be necessary for a code compliant change of occupancy.

The third floor will be viewed as unoccupied space and will not be considered as a third story above grade. Only mechanical equipment requiring servicing can be installed on that floor.

I have calculated an occupant load based on how spaces may function.

- Basement: Assuming a mix of archival storage and workspace, 20 occupants
- First Floor: A mix of meeting and exhibit spaces, 148 occupants
- Second Floor: A mix of exhibit, archival storage, and office/work space, 53 occupants
- Third Floor: No occupied space
- Total Occupant Load:  $20 + 148 + 53 = 221$  occupants

In order to perform this initial study I have used the provisions of the 2021 International Existing Building Code portion of the 2022 Connecticut State Building Code.

### CHAPTER 13 – PERFORMANCE COMPLIANCE

One option for evaluation is the scoring method in Chapter 13 which evaluates 20 safety parameters of the building. My scoring evaluation resulted in a failing score. I can provide my worksheets for your review. My opinion is that this compliance method should not be pursued.

### CHAPTERS 6 THROUGH 12 – WORK AREA COMPLIANCE METHOD

Seeing that no alterations are being considered at this time, we can go to Chapter 10 for change of occupancy and have those provisions tempered by Chapter 12 for historic buildings.

The relevant provisions of Chapter 10 are as follows and I have added comments where Chapter 12 can provide relief.

<i>Section</i>	<i>Requirement</i>	<i>Comment</i>
1001.3	A new certificate of occupancy will be required.	
1006.1	Structural elements must meet the requirements of IBC 1607 for live loads.	Assembly uses have live loads of 100 PSF, an increase from 50 PSF for business uses. A structural engineer should evaluate the floor framing to determine its capacity.  IEBC 1205.1 can allow existing floors and live loads to continue with controls.
1008.1	Where the new occupancy requires increased mechanical ventilation, the new occupancy shall comply with the IMC.	The new occupancy will have an increased occupant load which will require more outside air ventilation. That can be substituted with the use of the operable windows.
1009.1	Where the new occupancy increases the occupant load by more than 20%, plumbing fixtures will be provided per the IPC.	The occupant load will increase by more than 20%.
1011.2.1	Where the new occupancy has a different fire protection system threshold requirement in IBC Chapter 9, sprinklers shall be installed.	IBC 903.2.1.3 requires sprinklers for the new A-3 occupancy. Sprinklers are already installed throughout the building.
1011.2.2	Where the new occupancy has a different fire and detection system threshold	It appears that the A-3 occupancy would have an occupant load of less than

	requirements in IBC Chapter 9, provide the fire alarm system as required in 907.	300 persons, therefore, IBC 907.2.1 will not require a manual fire alarm system.
1011.3	Interior finishes must comply with the IBC for the new occupancy.	IEBC 1203.5 and 1204.9 allow existing finishes to remain.
1011.5	Means of Egress change is to a higher hazard category.	
1011.5.1	Means of egress shall comply with IBC Chapter 10.	IBC Table 1006.3.4(2) requires 2 exits from the 2 <sup>nd</sup> floor. The open stairway does not meet the criteria for an exit stairway, therefore, another exterior steel stairway, similar to the existing one, must be installed on the south side of the building.
1011.6	Heights and Areas change is to a higher hazard category.	
1011.6.1	Height and area of the building must comply with IBC Chapter 5 for the new occupancy.	Building complies.
1011.7	Exterior wall fire-resistance rating hazard category change is equal.	
1011.7.2	Existing exterior walls are accepted.	
1011.8.2	Interior stairways shall be enclosed as required by IBC. Exception 3 allows existing penetrations of stairway enclosures to be accepted if they are protected per IBC.	IBC 712.1.3 allows the existing open stairway to remain as long as it is not a portion of the means of egress and is protected by a draft curtain and closely spaced sprinklers.  My recommendation would be to apply for an exemption from the draft curtain but add the closely spaced sprinklers.
1011.8.3	Other vertical shafts shall not be required to be enclosed with sprinkler system.	

## PLUMBING FACILITIES

As noted in the chart above the occupant load for the building will be increasing by more than 20 percent, therefore, the building code requires compliance with the number of plumbing fixtures required for new construction.

Based on 221 occupants, we will assume 110 men and 110 women.

Based on Chapter 4 of the 2021 International Plumbing Code, the fixture calculation is as follows:

	Water Closets	Lavatories
Men	1/125 = 1	1/200 = 1
Women	1/65 = 2	1/200 = 1

In addition, one bi-level drinking fountain is required.

If providing additional plumbing facilities would endanger the historic interior of the building, it is very likely that the State Building Inspector would grant an exception to allow the current number of fixtures to remain.

## ACCESSIBILITY FOR THE DISABLED

For a complete change of occupancy there are the following requirements in Section 306.5.1 of the IEBC:

1. At least one accessible building entrance.
2. At least one accessible route from an accessible building entrance to primary function areas.
3. Signage complying with Section 1112 of the International Building Code.
4. Accessible parking complying with Section 1106 of the International Building Code, where parking is being provided.
5. At least one accessible passenger loading zone, when loading zones are provided.
6. At least one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.
7. At least one accessible toilet room or toilet and bathing facility complying with Section 1109.2.4 of the International Building Code.

All of these items have already been achieved or can be accomplished.

Section 306.7.2 does not require accessible means of egress in existing buildings. Section 306.7.8 would allow a vertical platform lift or limited-use/limited-application elevator to be installed for an accessible route to either the basement or the second floor. It is not required and I would advise against it.

Section 306.7.9 requires providing an accessible route between levels when a new stairway is added and "major structural modifications" are necessary to install the stairs. In our case, if the new stairway is on the exterior, no major structural modifications would be made to the building and providing accessibility to the second floor would not be required.

The Americans with Disabilities Act does require access to public events, programs, and services. So it would be far easier to accommodate the disabled on the first floor and would certainly add difficulty if public meetings and events were held on the second floor.

## CONCLUSIONS

My major recommendations are as follows:

1. The first floor, which has sufficient means of egress and accessibility for the disabled, should have the greater amount of public access with the meeting spaces and exhibits that may be of greater interest to larger groups.
2. The second floor needs another means of egress which can be provided by constructing a street exterior stairway on the south side which would be similar to the one on the west side. The existing central open stairway would not be used as a required means of egress. The two exterior stairways would provide two remote exits and have more than sufficient capacity for the occupant load of the second floor even if it were to be increased by adjustments to programs.
3. The central open stairway can remain but should be protected by closely spaced sprinklers. Another means of protection to allow waiving a draft curtain would be smoke detection on the first floor ceiling around the vertical opening and in spaces that are open to that area.

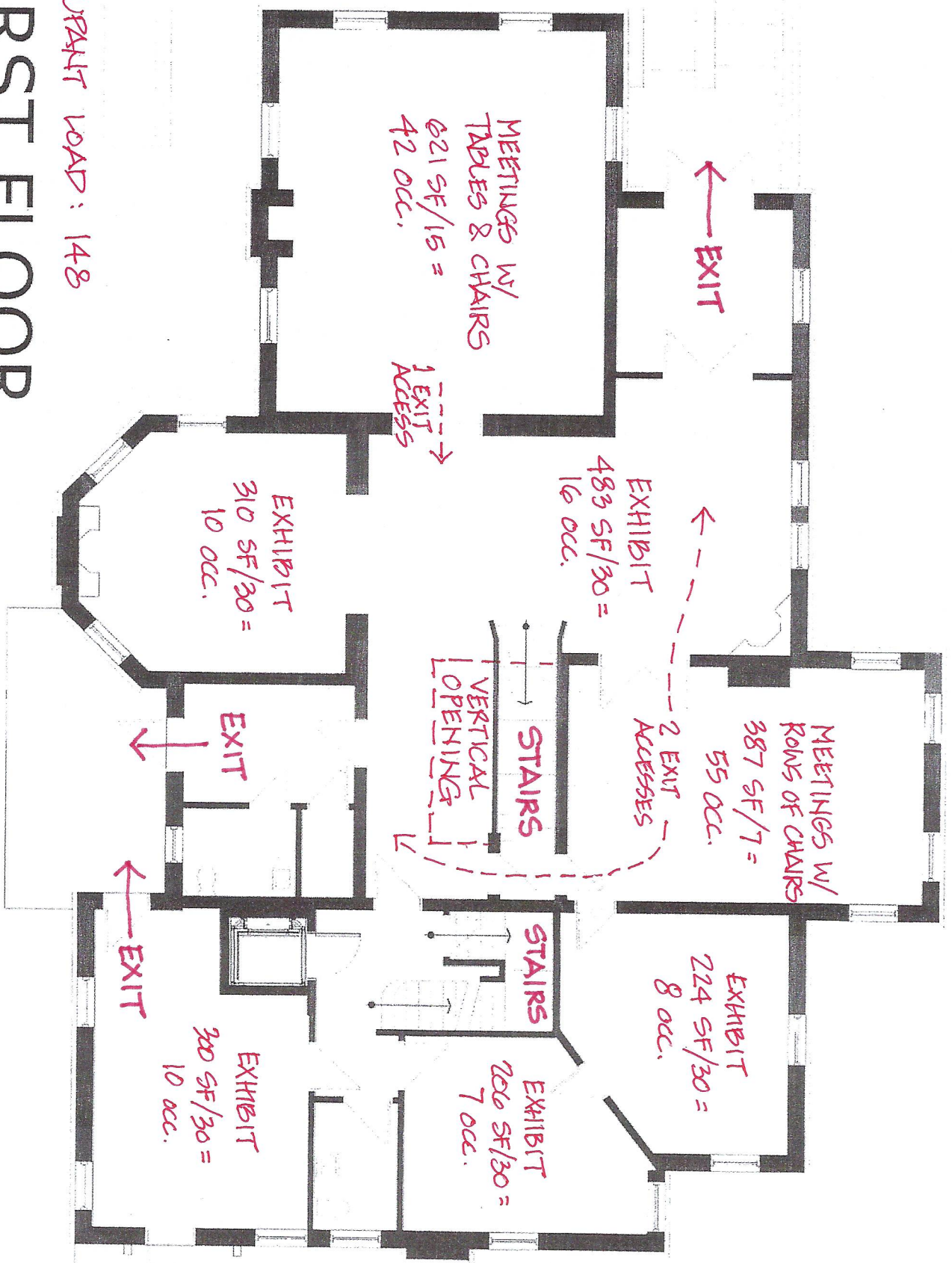
I appreciate the opportunity to perform this review and welcome any comments or questions.

Respectfully submitted:

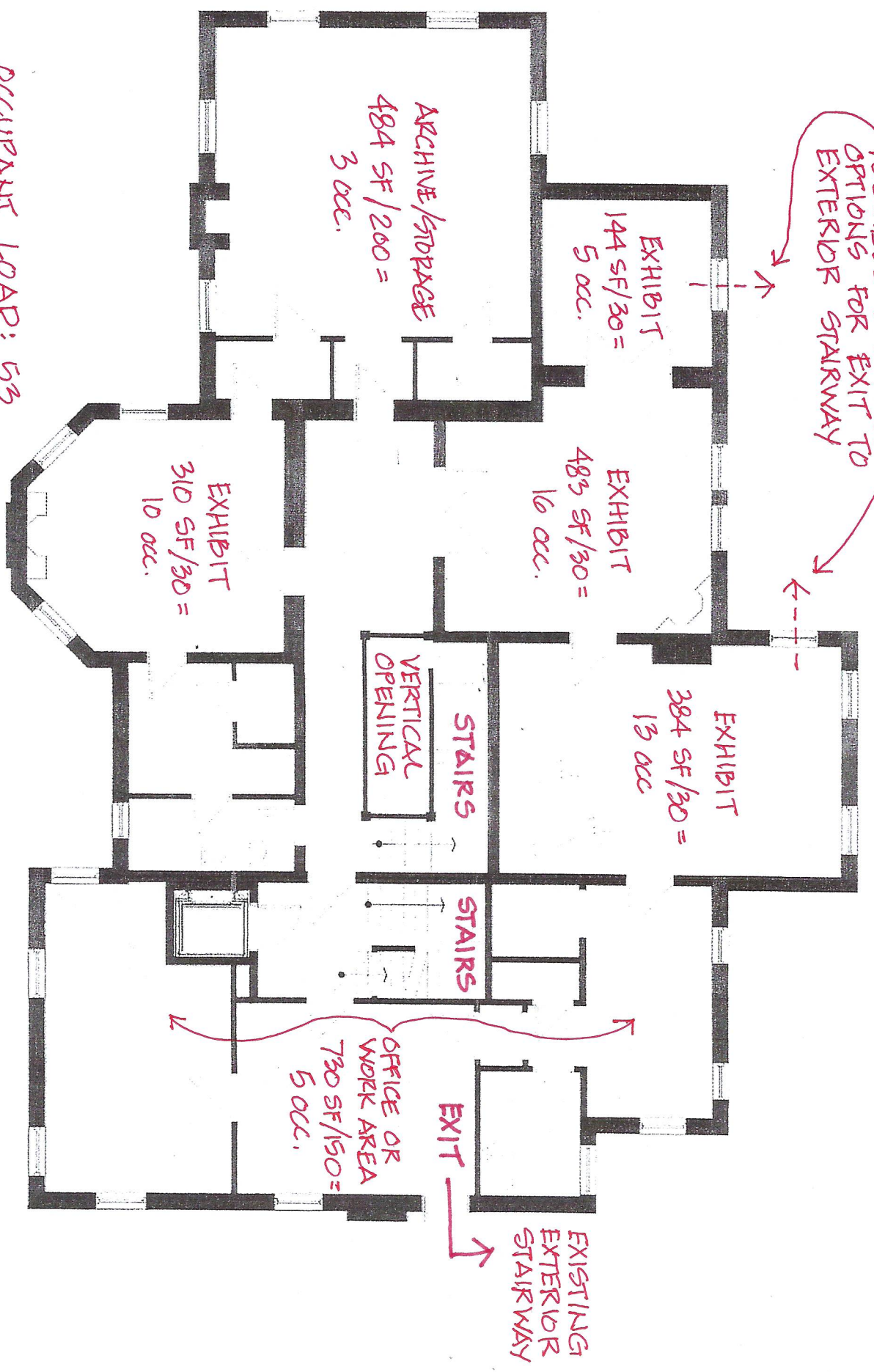


**FIRST FLOOR**  
SCALE: 1" = 10' APPROX.

OCCUPANT LOAD: 148



POSSIBLE LOCATION  
OPTIONS FOR EXIT TO  
EXTERIOR STAIRWAY



OCCUPANT LOAD: 53

# SECOND FLOOR

SCALE: 1" = 10' APPROX.



**Background:**

On December 15, 2009 Mr. Wayne McAllister the City Controller contracted the services of Kaestle Boos Architects, Inc. ("KBA") to survey the roof, masonry and exterior wood trim at the Tuttle Building in order to prepare this existing conditions report which includes recommendations for remedial work to address the leaks which currently occur at the facility.



**Description:**

The offices of the Naugatuck Board of Education are located in the Tuttle Building at 380 Church Street in the Borough of Naugatuck, Ct. The Tuttle Building is listed on the National Register of Historic Buildings; it's wood frame and masonry construction dates back to the late 1800's.

**Roof Overview:**

The facility's principal roofing material is slate installed on steep sloped wood plank decks. The exceptions are the asphalt shingles installed on the small gable roofs over wood plank decks on the carriage entrance and the exterior stairs on the west elevation as well as the rolled modified bitumen membranes installed on several small flat wood plank decks at the high roofs. The roof design is very complex with numerous slopes, gables, hips, valleys and dormers which create optimum conditions for leaks where these elements intersect. Other outstanding features include ornamental clay ridge caps, copper hips and valleys.

**Existing Conditions of Exterior Envelope:**

The slate roofs are in poor condition and the following observations were made:

- Sections of slate shingles are missing exposing the wood plank deck to water infiltration. No building felts were observed under the slate which typically would provide a secondary level of water protection.



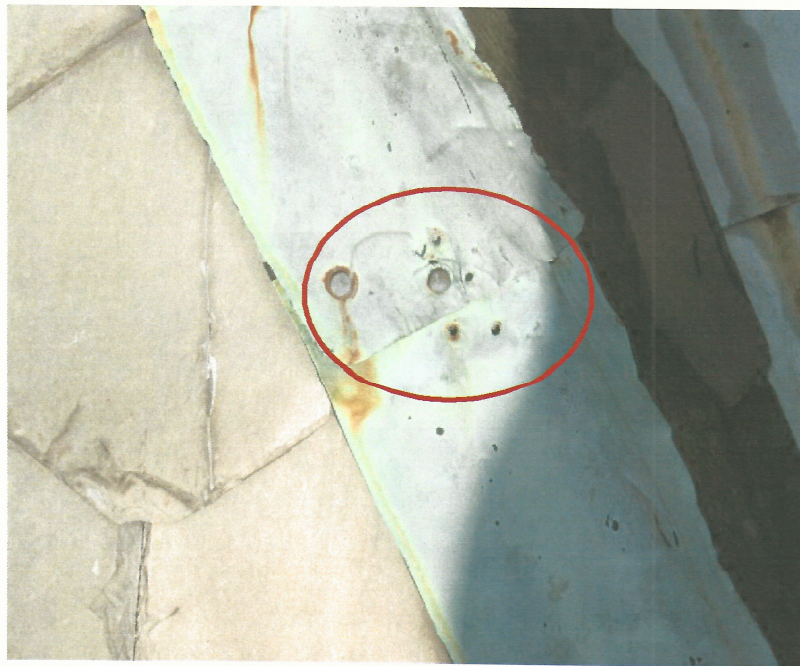
**Exposed Wood Plank Deck**

- Numerous individual pieces of slate shingles are cracked or have become dislodged and have fallen off the roof or are in danger of falling, creating potential liability issues.



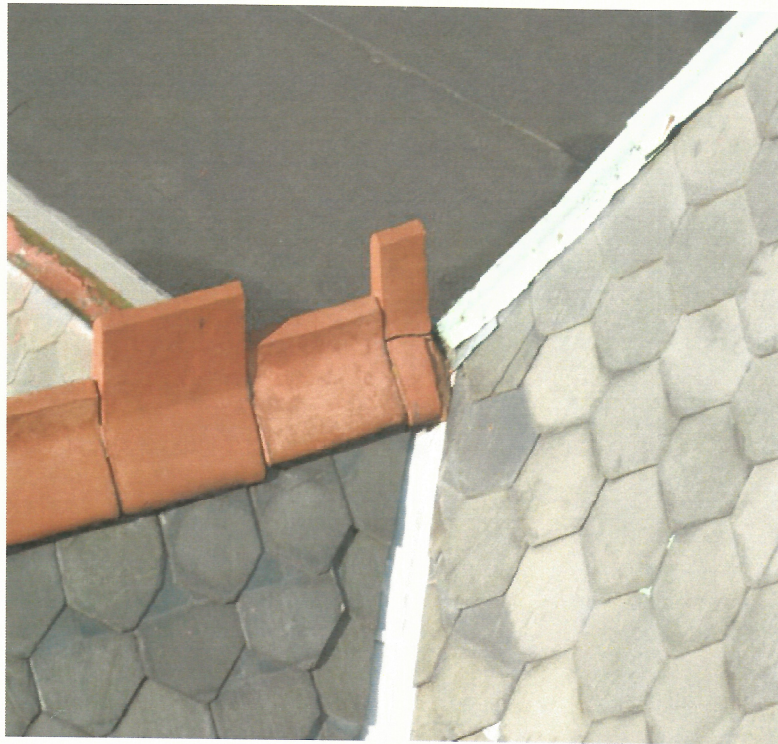
**Loose or Missing Slate**

- The copper sheet metal flashings protecting the transitions at the hips are in poor condition. Sections on the east elevation have become detached from the roof surface. Other sections show evidence of repeated repairs which do not appear to be weather tight.



**Existing Repairs Made at Hip Flashings**

- Past efforts to repair the roof, demonstrate a poor quality of the workmanship indicating a lack of sophistication or understanding of the importance of making the facility water tight. Sheet metal details appear to be cobbled together using small sections secured with exposed fasteners. They are installed in a very crude fashion allowing water to enter the facility at numerous locations.



**Repairs**

- The gutters are for the most part useless. Numerous sections of gutter are bent and hanging off the building. The gutter hangers do not appear to be adequate for the weight of snow and ice. Snow guards which help retain the ice and snow from accumulating and overloading the gutters with additional weight were not observed at these locations.



**Damaged Gutters**

- Several slate chimney caps and clay flues are damaged and in need of replacement. The chimney cap and clay flue on the west side of the facility is missing completely.



**Damaged Chimney Cap**



**Missing Chimney Cap**

- Crickets which divert water, ice and snow around and away from roof top penetrations such as chimneys and exhaust fan curbs were not observed. The lack of crickets can contribute to a build-up of snow and ice behind the penetrations that can eventually turn into water and enter the facility.



**No Crickets**

- It was noted that some of the copper valley flashings are split open and others had been repaired by applying a thick layer of roofing cement which will eventually dry out and continue to leak.



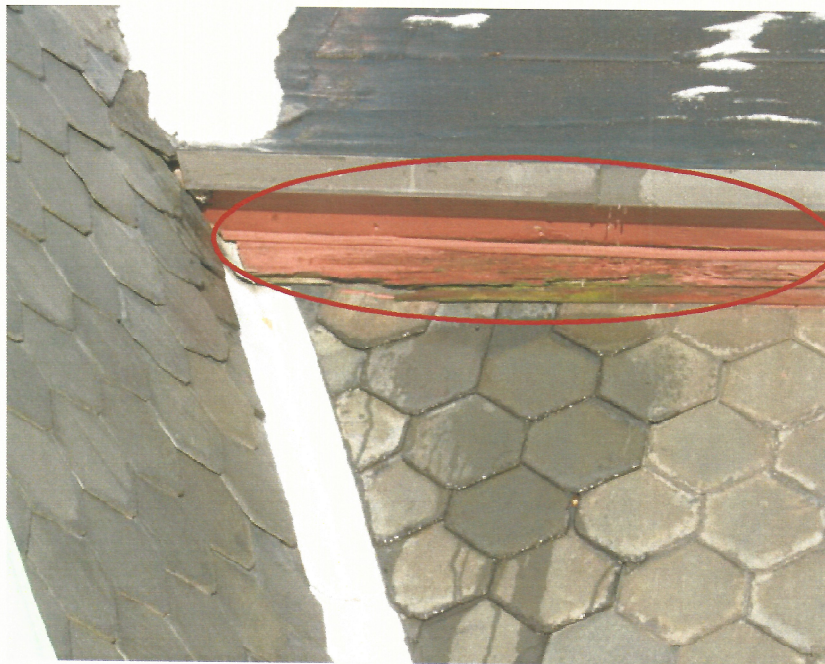
**Copper Valley Flashing Spilt Open**





**Copper Valley Flashing Covered with Roofing Cement**

- Wood trim installed at several roof flashing details is rotted and in extremely poor condition.



**Wood Trim**



**Wood Trim**

- The rake edges have no drip edges which typically are installed to help deflect the water away from the wood trim.



**No Drip Edge**

- Sections of roof on the south elevation were repaired with used slates as evidenced by the exposed holes, indicating that the pieces of old slate were rotated to hide defects or broken edges.



**Repairs with used Slates**

- The nails used to fasten the slate shingles to the wood deck are very small and do not meet current industry standards.



**Nails do not meet Industry Standards**

- The poor condition of the roof is dramatically displayed by the water stained wall and ceiling finishes on the 3<sup>rd</sup> floor which are self explanatory.



**Water Stained Finishes**

- The ornate carpentry wood work on the exterior of the building exhibits evidence of severe neglect. The wood is dried; the paint is peeling and flaking, exposing the wood to the damaging effects of the wind, rain, snow and ice. This example of woodwork is irreplaceable and should be preserved and protected immediately.



**Dried Wood and Peeling Paint**

- The wood construction at windows, exterior stairs and dormers is in poor condition and must be repaired and protected before it is lost completely.



**Poor Condition of Wood Conditions**

**Other Miscellaneous Observations:**

Vegetation growing on the exterior walls typically opens up the mortar joints allowing water to enter the facility, accelerating the deterioration to the masonry due to repeated freeze thaw cycles.



**Recommendations:**

The roofs are in poor condition, evidence of leaks are too numerous to mention and visible on multiple surfaces on the 3<sup>rd</sup> floor walls and ceilings, as well as the wood plank decks and structural elements in the attic. KBA recommends that the roofs be removed in their entirety down to the wood decks. This will provide an opportunity to inspect the existing exposed wood plank deck in order to replace any water saturated, rotted and damaged decking.

A new slate roof should be installed over a continuous layer of ice and water shield to provide a secondary layer of protection that will guarantee the borough of Naugatuck a maintenance free water tight roof for the next 50 years. New copper hip and valley flashings must be integrated into this new roofing assembly to properly flash and terminate the numerous transitions. The ridges must also be sealed, flashed and made water tight before re-installing the original ornamental clay ridge caps.

KBA recommends that gutters and downspouts be installed at all the eave conditions to enhance water management and direct water away from the building's foundation and pedestrian walking areas. The project must also include snow guards to limit the amount of ice and snow build-up in the gutters and to avoid the sudden release of snow and ice onto the pedestrian traffic below

To eliminate potential water infiltration, the chimneys must be repaired and re-pointed, the project scope should include new precast concrete caps, new copper flashing all around the transition with the roof and the incorporation of crickets to divert water, ice and snow away from the masonry. The rotted wood on the dormers must be removed, replaced, painted and flashed into the new slate roof to provide protection from water infiltration.

Although the modified bitumen membrane on the small flat roofs and the asphalt shingle roofs over the carriage entrance and exterior stairs are in relatively good condition, KBA recommends that their removal and replacement be included in the scope of work in order to properly flash and seal all interacting transitions and penetrations which will help guarantee a water tight facility installed by a single roofing contractor.

**Original Building Structure**

**Overview:**

The structure of the original building consists of a combination of masonry bearing walls and wood framing. The wood framing includes typical wood floor and roof joists that are supported by the exterior bearing walls and wood timber beams. The timber beams frame into the bearing walls and also wood posts or columns. Typical wood joists span between timber beams and masonry bearing walls. With the exception of the Attic, most of the floor and wall framing is concealed beneath finished surfaces. In the Attic, the timber beams, roof joists and wood roof deck are visible. The exposed portions of the foundation walls revealed that they are constructed with cut stone and mortar.

**Existing Conditions Assessment:**

- There are a number of locations in the attic where water staining is visible on the timber beams, joists and underside of roof deck. Water stains are also noticeable in plaster walls and ceilings on the 3<sup>rd</sup> floor which indicates that possible deterioration to the wood framing and exterior masonry walls may be occurring due to the water infiltration.



**Water stained timber beams viewed from the Attic**





**Water stained wood roof decking**



**Water stained and sagging plaster ceiling viewed from the Third Floor**



**Water stained roof joist at bearing end**



**Water stained roof joist at bearing end**

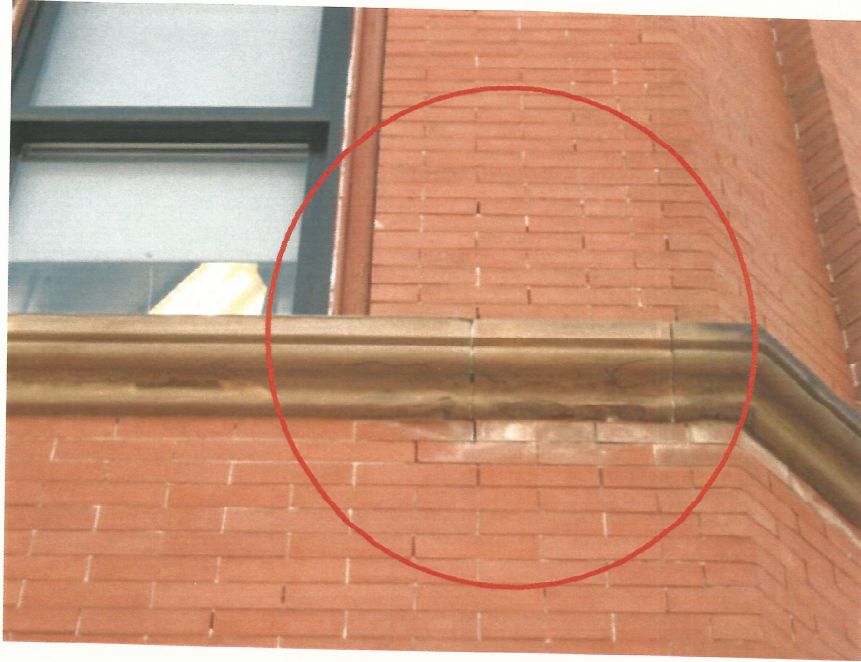


**Water stained roof deck and timber beams at hip roof**



**Water stained timber beams, roof joists and deck**

- The exterior masonry walls are constructed with brick with thin (1/16" to 1/8" wide) mortar joints. In many locations the mortar is in various stages of spalling or wearing away. This condition is causing voids in the mortar joints of different depths. These voids are allowing rainwater and freeze/thaw damage to occur. The voids may also allow water to enter the building and cause mold issues.



**Voids in mortar joints**



**Voids in mortar joints**



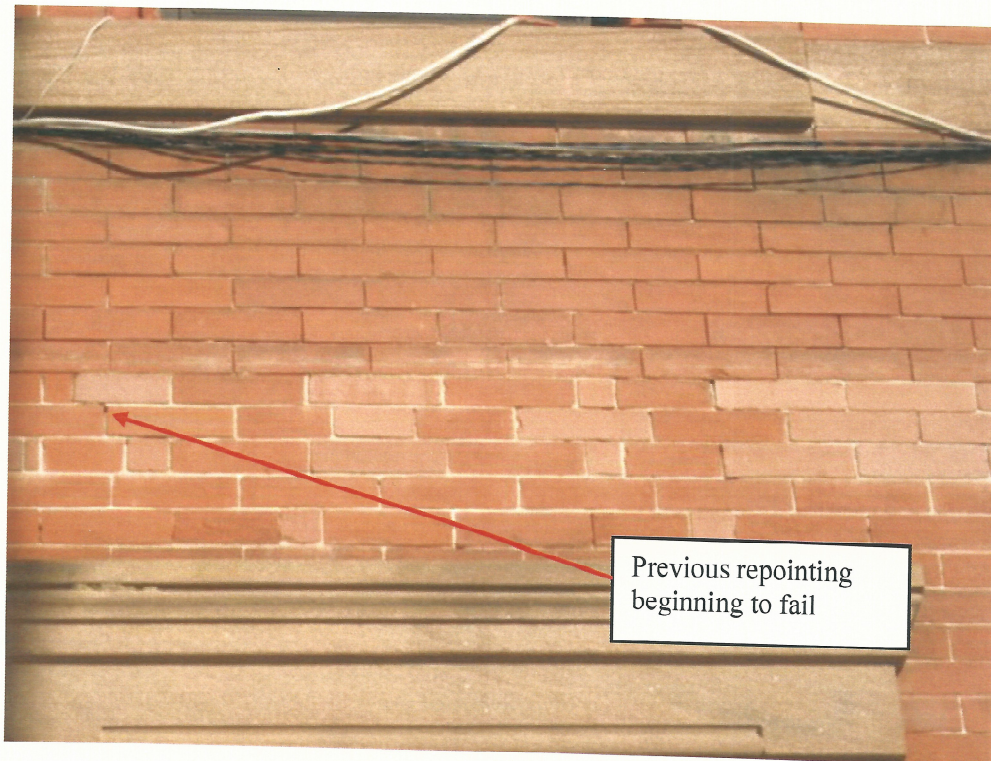
**Voids in mortar joints and spalling mortar**



**Spalling mortar joints in brick wall**



**Voids and spalling in brick mortar joints**

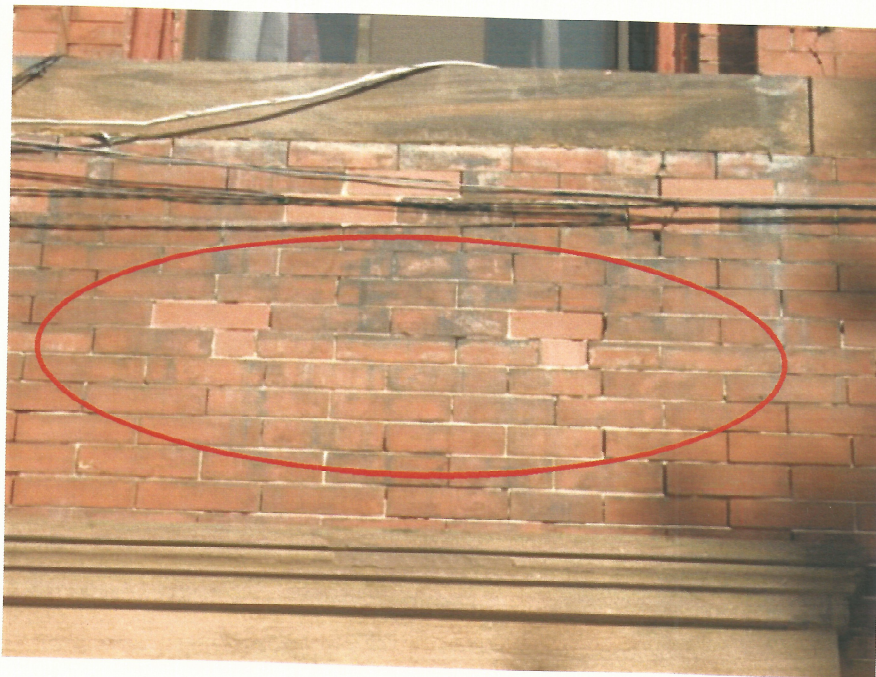


**Close up of mortar joints**

- Movement is visible in the brick below a few of the windows. The mortar has spalled at these locations and water infiltration in conjunction with freeze/thaw damage may have caused the condition.



**Failing masonry below window**



**Close up of movement in masonry below window**



**Movement above door opening with diagonal cracking**

- Efflorescence is present on the brick surface at specific locations on the north and west sides of the building. Water infiltration behind the outer wythe of brick is the cause of the efflorescence.



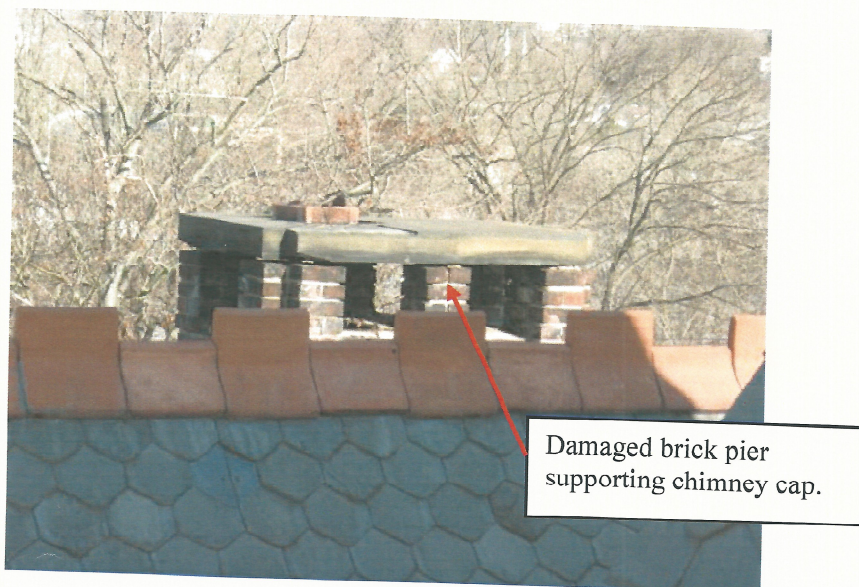
**Efflorescence in brick at southwest corner**





**Close up of the efflorescence in the brick alongside the downspout**

- The chimney repairs will include repointing and partial reconstruction of portions of the top of two of the chimneys. Repairs for the top of the west and north chimneys will include removal and replacement of the caps and rebuilding portions of the brick directly beneath the caps which has deteriorated. The north chimney was previously repaired but the repair is starting to crack and the mortar is spalling.



**North chimney viewed looking north**



**Close up of damage to the north chimney viewed looking south**

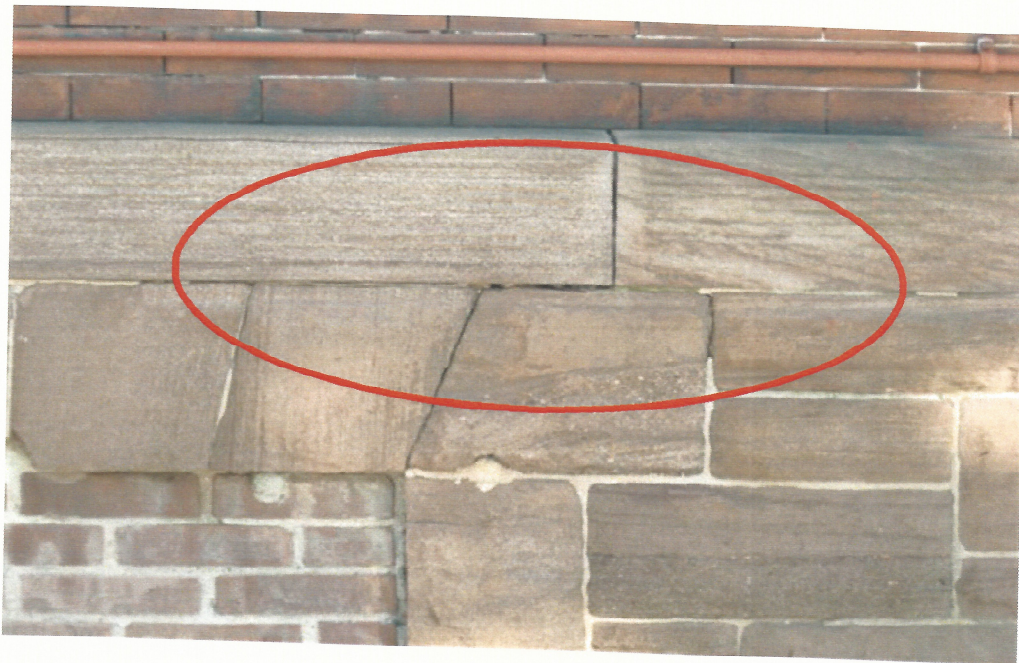


**West chimney with spalling mortar and damaged brick**

- Spalling of the mortar in the cut stone foundation walls was observed. Similar to the brick walls described above, the areas where spalling has occurred will permit water to enter into the joints and cause additional damage.



**Spalling mortar in stone foundation wall mortar joints**



**Voids in cut stone foundation wall mortar joints**



**Spalled mortar in stone foundation wall and brick wall above**

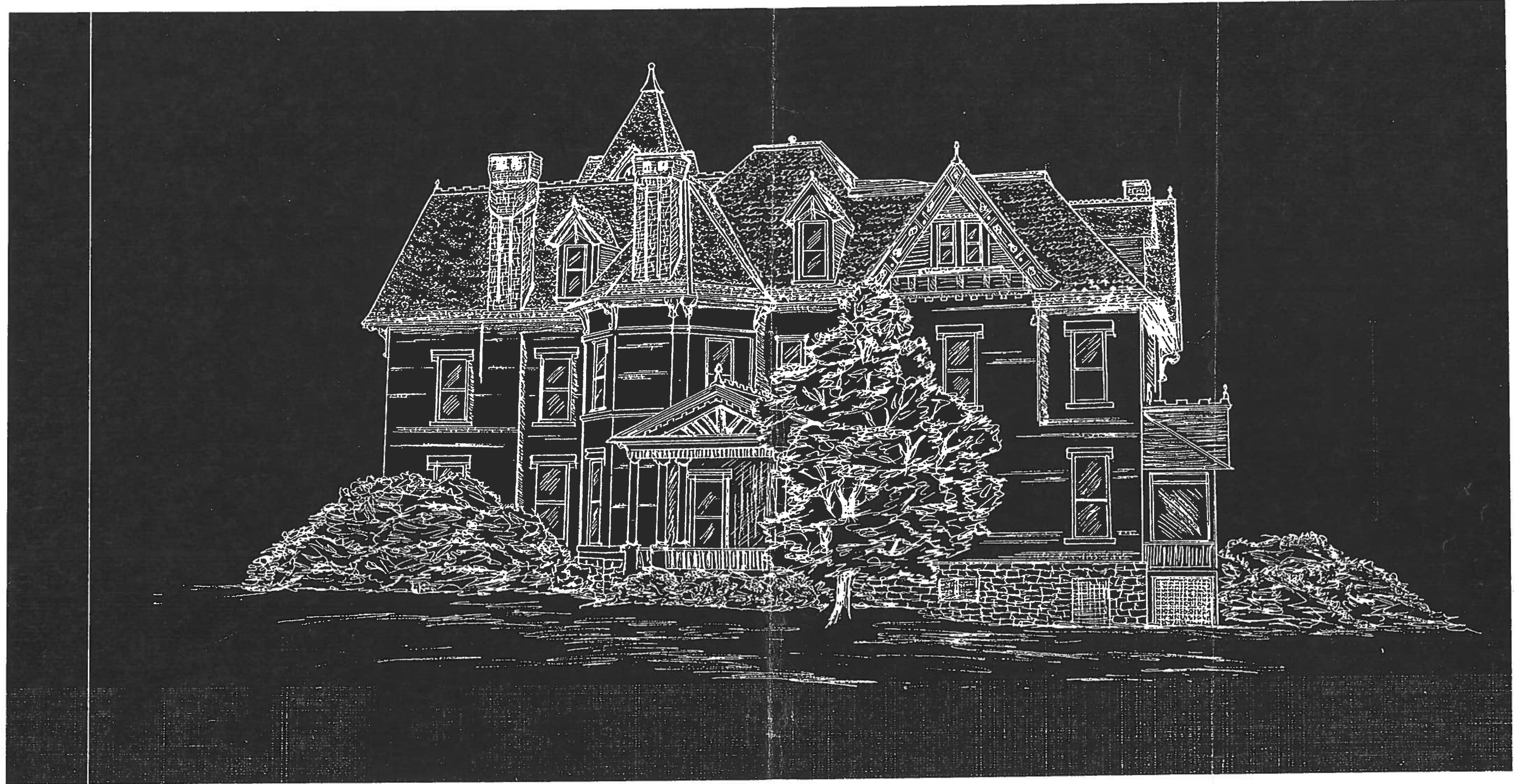
**Recommendations:**

All areas where water damage has occurred should be examined for the extent of deterioration to the members. This would include removing the plaster on the walls and ceilings on the 3<sup>rd</sup> floor. All members with staining should be probed to determine if there is rot and the depth of the rot. At locations where the water staining is visible in the plaster at the masonry walls, a portion of the plaster should be removed to examine the condition of the masonry. After the extent is documented, repairs will be prescribed to restore the structural integrity of the members.

The mortar joints which are exhibiting spalling and voids must be cleaned of all debris and loose mortar and repointed. Any damaged bricks should be replaced. Limestone caps that are cracked should be removed and replaced if they cannot be repaired.

At the windows where the bricks have shifted and voids are present in the mortar joints, the bricks should be removed and carefully rebuilt with proper anchorage to the inner wythes of masonry or the wood wall framing.

The locations where water is infiltrating the outer wythe of brick must be determined to eliminate the efflorescence. All voids or openings in the brick where water is entering into the walls must be sealed with the appropriate materials.

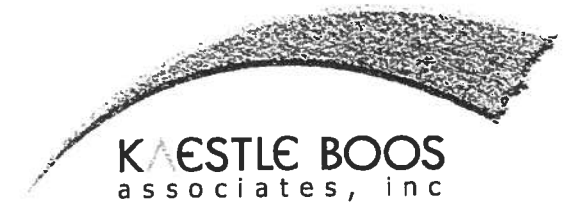


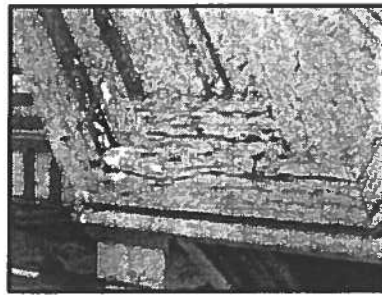
09050.00

**EXISTING NORTH ELEVATION**  
**Tuttle House**

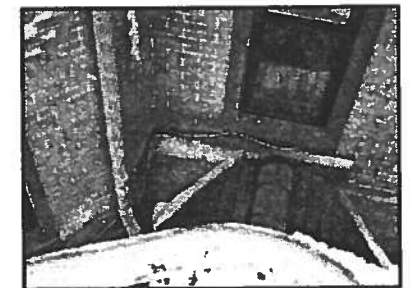
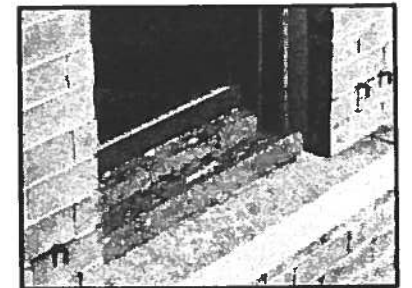
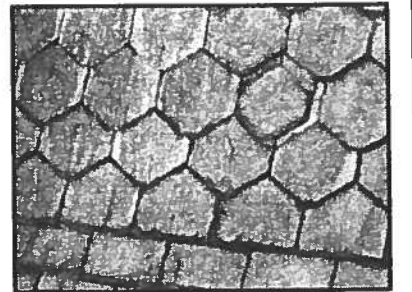
**Naugatuck, CT**  
February 10, 2010

SCALE: 3/32" = 1'-0"





ALTERNATE: REPAIR AND REPOINT BRICK VENEER



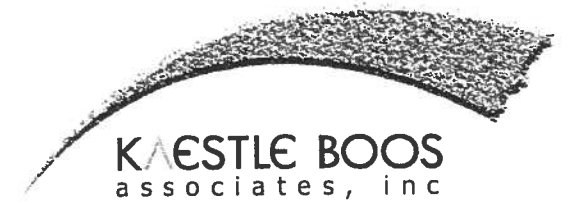
09050.00

**EXISTING EAST ELEVATION  
Tuttle House**

**Naugatuck, CT**

February 10, 2010

SCALE: 3/32" = 1'-0"








**09050.00**

**EXISTING SOUTH ELEVATION  
Tuttle House**

**Naugatuck, CT**  
February 10, 2010

SCALE: 3/32" = 1'-0"



-  PREPARATION AND INSTALLATION OF STONE BANDING RESTORATION
-  REBUILD MASONRY
-  POWER WASH AND RE-POINT



**09050.00**

**EXISTING WEST ELEVATION  
Tuttle House**

**Naugatuck, CT**  
February 10, 2010

SCALE: 3/32" = 1'-0"






**PROJECT  
NORTH**



**KAESTLE BOOS**  
associates, inc



-  PREPARATION AND INSTALLATION OF STONE BANDING RESTORATION
-  REBUILD MASONRY
-  POWER WASH AND RE-POINT



**09050.00**

**EXISTING NORTH ELEVATION  
Tuttle House**

**Naugatuck, CT**  
February 10, 2010

SCALE: 3/32" = 1'-0"





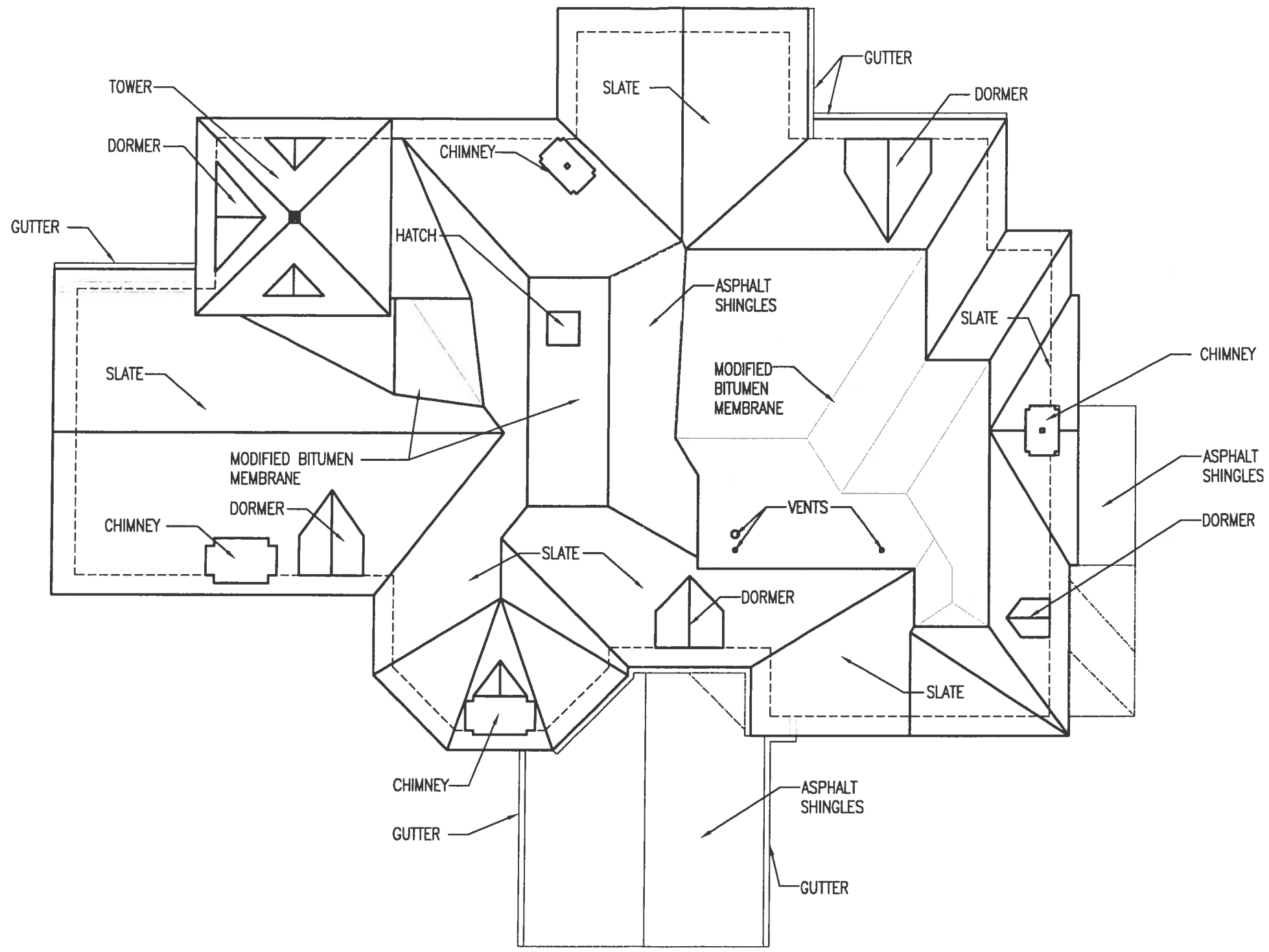
**09050.00**

**EXISTING EAST ELEVATION  
Tuttle House**

**Naugatuck, CT**  
February 10, 2010

SCALE: 3/32" = 1'-0"



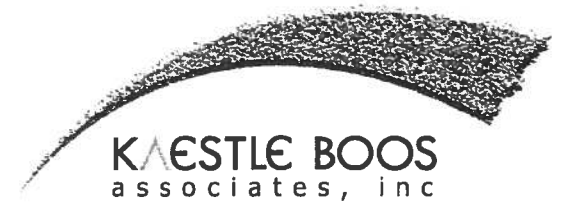


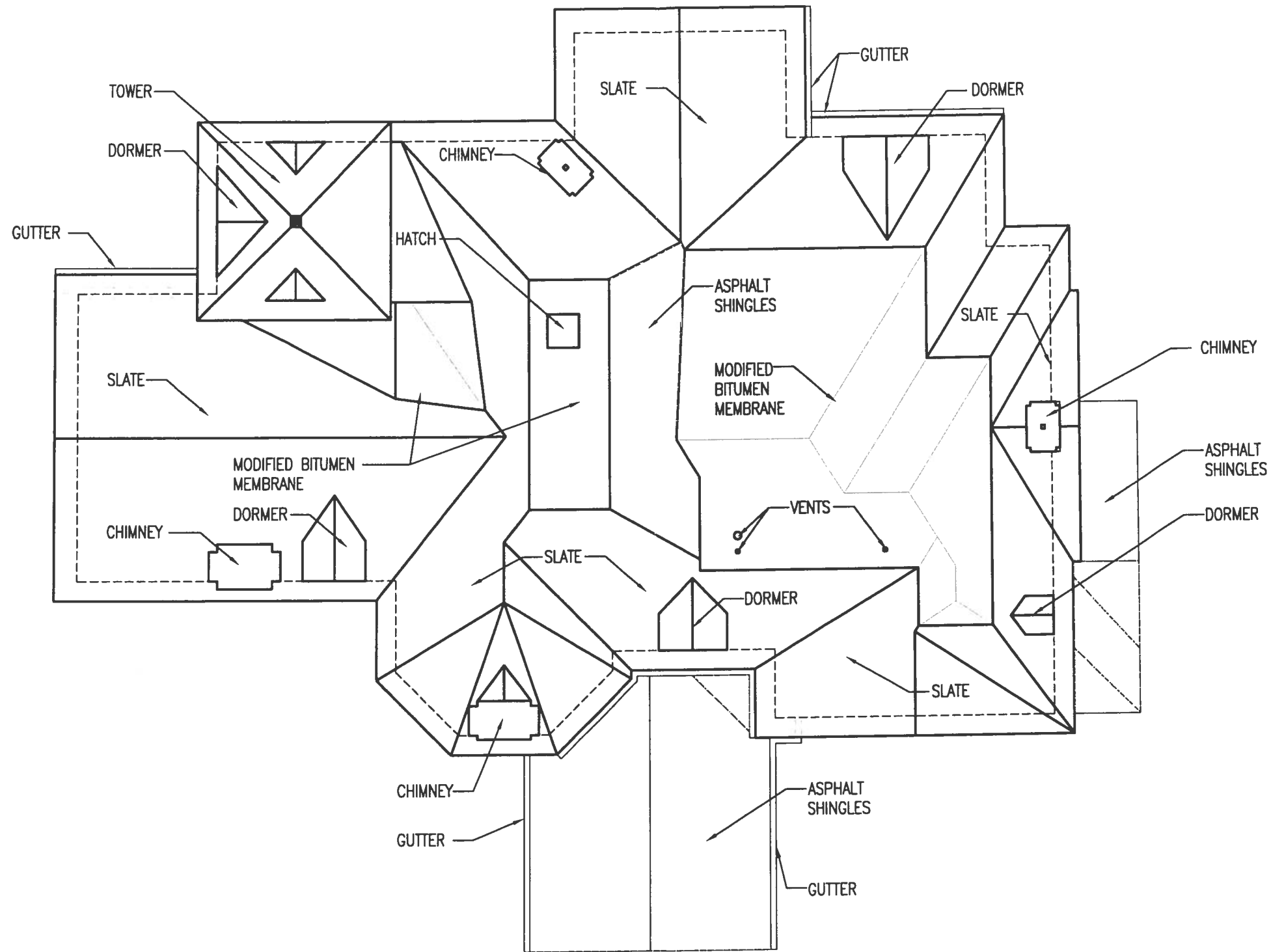
09050.00

**EXISTING ROOF PLAN**  
**Tuttle House**

**Naugatuck, CT**  
 February 10, 2010

SCALE: 3/32" = 1'-0"



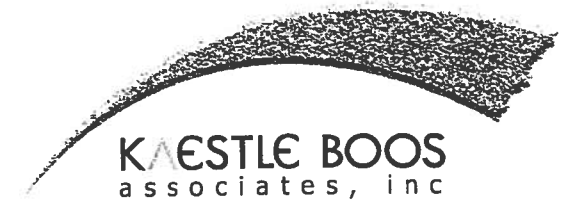


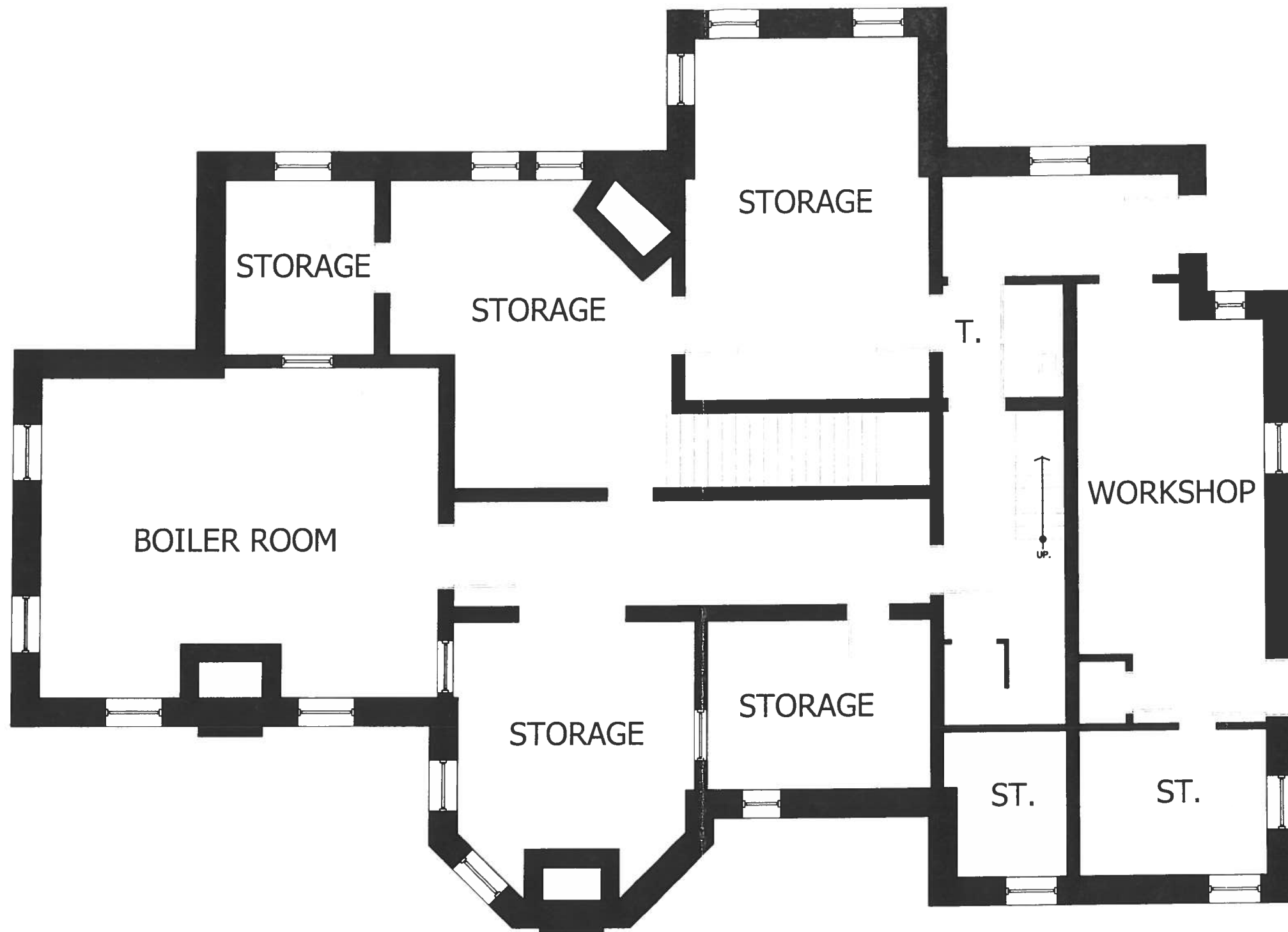
09050.00

**EXISTING ROOF PLAN**  
**Tuttle House**

**Naugatuck, CT**  
 February 10, 2010

SCALE: 3/32" = 1'-0"





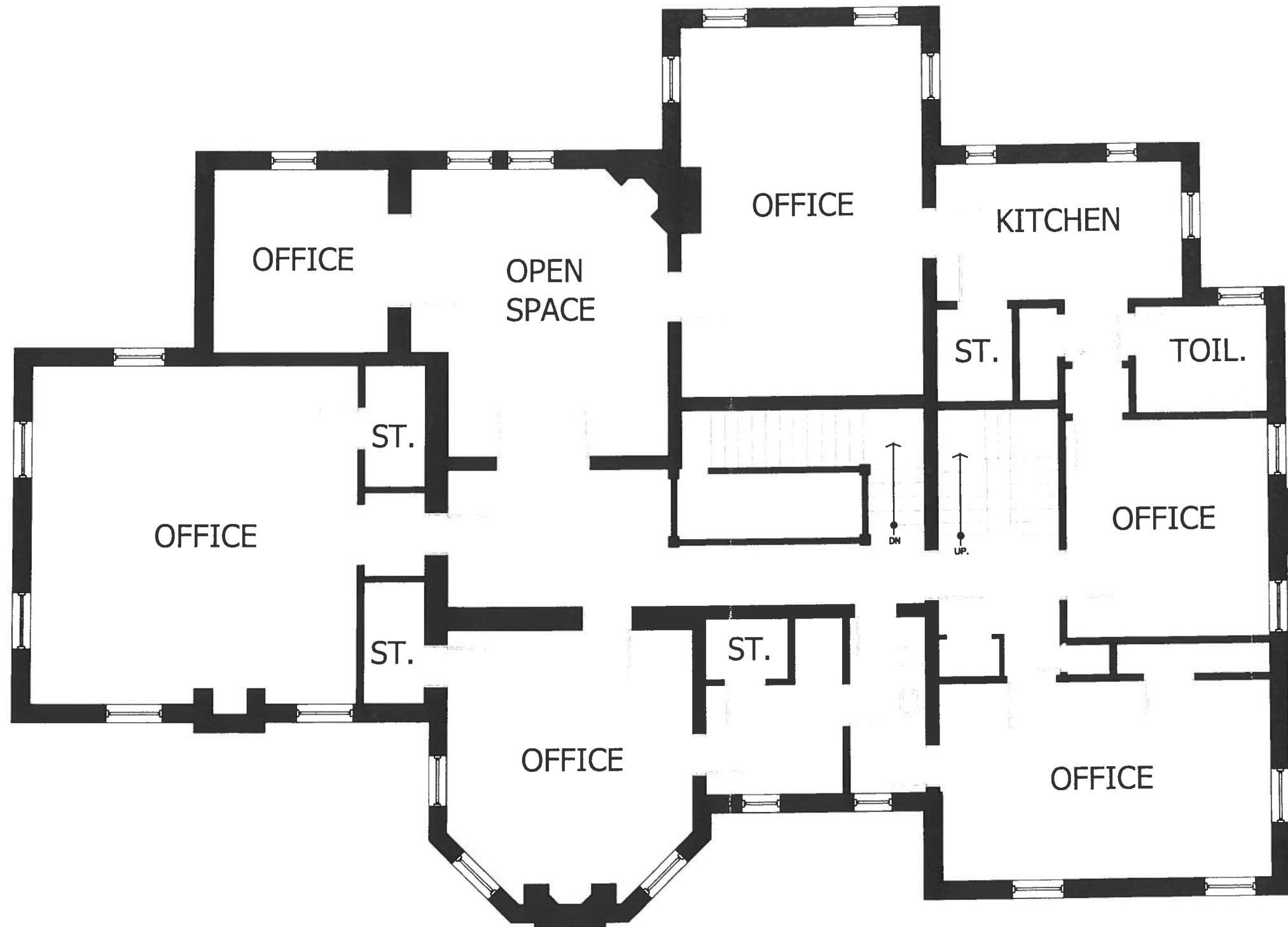
09050.00

**EXISTING BASEMENT FLOOR PLAN**  
**Tuttle House**

**Naugatuck, CT**  
 February 10, 2010

SCALE: 1/8" = 1'-0"





09050.00

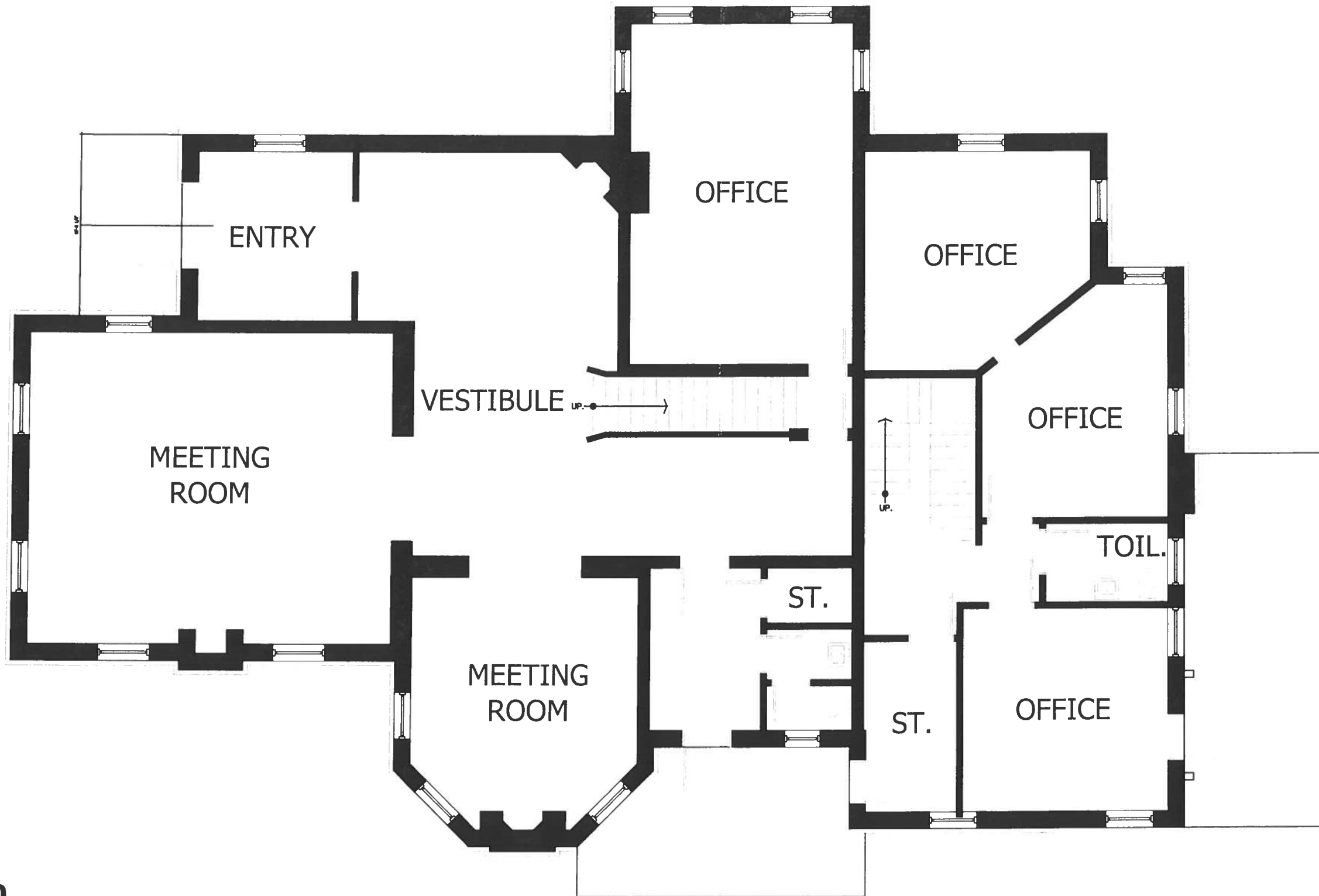
**EXISTING SECOND FLOOR PLAN  
Tuttle House**

**Naugatuck, CT**

February 10, 2010

SCALE: 1/8" = 1'-0"





09050.00

**EXISTING FIRST FLOOR PLAN**  
**Tuttle House**

**Naugatuck, CT**  
 February 10, 2010

SCALE: 1/8" = 1'-0"

