BOARD OF ALDERMEN

MONDAY, AUGUST 12, 2024

PUBLIC HEARINGS @ 5:45 & 5:50 PM
REGULAR MEETING @ 6:00 PM
ALDERMANIC CHAMBERS ~ 2ND FLOOR ~ CITY HALL
235 GRAND STREET, WATERBURY, CT 06702

AGENDA

The Regular Meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's YouTube Channel https://youtu.be/D3SfwiqotLg

PUBLIC HEARING AT 5:45 PM: For the purpose of soliciting public input with respect to a New proposed Ordinance giving the Mayor, in consultation with the Chief of Police or the Fire Chief, as appropriate, the authority to declare a police officer, or firefighter's death to have occurred in the line of duty under certain circumstances set forth in Public Act 24-16, as submitted Paul K. Pernerewski Jr. Mayor, City of Waterbury.

PUBLIC HEARING AT 5:50 PM: For the purpose of soliciting public input with respect Bond Authorization for replacement of Department of Fire Services Engine 2 and Engine 11, as submitted by Michael LeBlanc, Director of Finance.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PRAYER:

ROLL CALL:

OFFICIALLY SCHEDULED PRESENTATION/s:

PUBLIC SPEAKING:

EXECUTIVE SESSION:

APPROVAL OF MINUTES:

Tuesday, June 04, 2024/Budget Adoption
Wednesday, May 15, 2024/3RD Budget PH
Thursday, May 9, 2024/2ND Budget PH
Tuesday/April 23, 2024/1ST Budget Ph

MAYOR'S REPORT:

RECESS INTO COMMITEES:

NEW BUSINESS*:*

1. **FERNANDO SPAGNOLO**
   Chief of Police
   Department of Police Services

RE: Requesting approval of a Memorandum of Agreement (MOA) between the City of Waterbury and the Waterbury Police Union Brass City Local, CACP (Waterbury Police) regarding the amendment to the current Collective Bargaining Agreement (CBA) for the period of July 1, 2022, to June 30, 2026.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

2. EMMA L TAYLOR
178 Cooke Street

RE: Various concerns regarding a recent approval by the Zoning Board of Appeals on 06-18-2024, for a laundromat for property located at 190 Cooke Street, and the effect it will have on an area already heavily congested with traffic.

RECEIVED AND PLACED ON FILE.

3. FRANCIS FORD
Program Manager
Health Department

RE: Requesting approval of a Lead and Healthy Homes Professional Services contract between the City of Waterbury and Jason Deleo, of 33 Tudor Street, in the amount of **$67,300.00** for mitigation of three units for housing-related health hazards and lead reduction work as set forth in the contract.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

4. FRANCIS FORD
Program Manager
Health Department

RE: Requesting approval of a Lead and Healthy Homes Professional Services contract between the City of Waterbury and Armando Gonzalez and Zoila Dolores Mizhhirumbay-Guaman, of 34 Earl Street, in the amount of **$64,400.00** for mitigation of two units for housing-related health hazards and lead reduction work as set forth in the contract.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

5. TARA L SHAW
Director of Human of Resources

RE: Requesting approval of the new job specification **REGISTRAR OF VOTERS ADMINISTRATIVE ASSOCIATE II**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

6. MICHAEL LeBLANC
Director of Finance

RE: Seeking approval of Amendment 1 to the Lease Agreement for The Western Hills Golf Course Restaurant Facility with AJD Restaurant, LLC dba Verdi's at Western Hills.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

7. AISLING McGUCKIN
Director of Health
Health Department

RE: Requesting approval of an Affiliation Agreement between the City of Waterbury and Grand Canyon University to allow students in Bachelor's and Master's degree programs to do field experiences or internships with COW departments.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

8. **AISLING McGUCKIN**
Director of Health
Health Department

RE: Requesting approval of CTDPH Per Capita Funding Grant Application, for State Fiscal Year 2025, in the amount of **$219,655.23** per capita funding: Period 01/01/2024 – 06/30/2025.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

9. **AISLING McGUCKIN**
Director of Health
Health Department

RE: Requesting approval of a Memorandum of Understanding between the Health Department and StayWell Health Center Community Care Team. There is no cost to the City associate with entering into this MOU.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

10. **PAUL K PERNEREWSKI JR.**
Mayor
City of Waterbury

RE: Notification pursuant to Sections 4-2 (b) and 7A-2 (b) of the Charter of the City of Waterbury, and Sections 37.017 of the Waterbury Code of Ordinances, of the appointment of Thomas Distasio as the City Assessor for the City of Waterbury.

RECEIVED AND PLACED ON FILE.

11. **ALDERMAN JEFFREY HUNTER**

RE: Notification of resignation from the Environmental Control Commission effective July 30, 2024.

RECEIVED AND PLACED ON FILE.

12. **MICHAEL LeBLANC**
Director of Finance

RE: Requesting approval of the Water Treatment Plant Phase Extension with Eversource to Improve Electrical Reliability by Adding a Second Power Source in the Amount of **$691,500.**

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

13. **SARAH R GEARY**
Manager of Budget Development and Oversight

RE: Requesting approval of a budget transfer from the City's **GENERAL FUND BUDGET**, in the amount of **$140,000** for the Fiscal Year ending June 30, 2024.

REFERRED TO THE FINANCE COMMITTEE.

14. SARAH R GEARY
Manager of Budget Development and Oversight

RE: Requesting approval of a budget transfer from the City's **CAPITAL IMPROVEMENT FUND**, in the amount of **$150,000** for the Fiscal Year ending June 30, 2025.

REFERRED TO THE FINANCE COMMITTEE.

15. SARAH R GEARY
Manager of Budget Development and Oversight

RE: Requesting approval of a budget transfer from the City's **CAPITAL IMPROVEMENT FUND**, in the amount of **$500,000** for the Fiscal Year ending June 30, 2025.

REFERRED TO THE FINANCE COMMITTEE.

16. SARAH R GEARY
Manager of Budget Development Oversight

RE: Requesting approval of a budget transfer from the City's **WATER POLLUTION CONTROL (WPC) CAPITAL IMPROVEMENT FUND** in the amount of **$1,370,331** for the Fiscal Year ending June 30, 2025.

REFERRED TO THE FINANCE COMMITTEE.

17. CARRIE A SWAIN
Clerk, Board of Education

RE: Requesting approval of a Professional Services Agreement with Worldwide Travel Staffing, Limited (RFP #8047), for a three-year period and in the not to exceed amount of **$2,490,390.00,** to provide special education nursing services for Waterbury Public School students, subject to BOE approval on 08/01/2024.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

18. CARRIE A SWAIN
Clerk, Board of Education

RE: Requesting approval of a Memorandum of Understanding with Post University for Academic Partnership/High School Academy at Post University.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

19. CARRIE A SWAIN
Clerk, Board of Education

RE: Requesting approval of a Professional Services Agreement with Hibbard & Rosa Architects, LLC. in the not to exceed amount of **$13,920.00,** for Bergin Education Complex Roof Replacement.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

20. CARRIE A SWAIN
Clerk, Board of Education

RE: Requesting approval of an Engineer Agreement with Hibbard & Rosa Architects, LLC, in the not exceed amount of **$55,680.00**, for Bergin Education Complex Roof Replacement Design and Engineering Services.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

21. CARRIE A SWAIN
Clerk, Board of Education

RE: Requesting approval of a Professional Services Agreement with Central Connecticut State University, for a period of three years and in the not to exceed amount of **$1,260,000.00**, for the Central Inspire Teacher Residency Program.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

22. CARRIE A SWAIN
Clerk, Board of Education

RE: Requesting approval of a Professional Services Agreement with Worldwide Travel Staffing, Limited (RFP #8094), for a three-year period and In the not to exceed amount of **$1,200,000.00**, to provide speech and language therapy services for Waterbury Public School students, subject to BOE approval on 08/01/2024.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

23. CARRIE A SWAIN
Clerk, Board of Education

RE: Requesting approval of a Construction Contract with Sarracco Mechanical Services, Inc. (RFP# 8117*),* in the not to exceed amount of **$1,110,000.00,** to provide HVAC replacements at State Street School, subject to BOE approval on 08/01/2024.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

24. CARRIE A SWAIN
Clerk, Board of Education

RE: Requesting approval of a Construction Contract with All State Construction, Inc. in the not to exceed amount of **$198,000.00**, for Emergency Electrical Service Repairs at Frank G. Regan Elementary School, subject to BOE approval on 08/01/2024.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

25. CARRIE A SWAIN
Clerk, Board of Education

RE: Requesting approval of a Professional Services Agreement with the Stepping Stones Group, LLC (RFP #8047), for a three-year period and in the not to exceed amount of **$599,382.00**, to provide special education nursing services for Waterbury Public School students, subject to BOE approval on 08/01/2024.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

26. THOMAS F CROWE JR. P.E.
Civil Engineer II
PWD

RE: Requesting approval of a Construction Contract for Schofield Park Restroom Construction between the City of Waterbury and Dayton Construction Company, Inc. (P100) in the amount of **$494,320.00.**

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

27. CHARTER REVISION COMMISSION YEAR 2024

RE: Transmittal of the Final Report of the Charter Revision Commission in the form of a Proposed Charter Revision for the City of Waterbury dated July 31, 2024 ("Final Report").

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

28. RON CASSELLA
Vice President
WDC

RE: Requesting approval of First Amendment for Extension of Time for the Fulton Park Pool Project.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

29. RON CASSELLA
Vice President
WDC

RE: Requesting approval of First Amendment for Extension of Time for the Washington Park Pool Project.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

30. SAVERIO ROMANIELLO
110 Judith Lane

RE: Notification of resignation from the Environmental Control Commission effective July 24, 2024.

RECEIVED AND PLACED ON FILE.

31. MICHAEL LeBLANC
Director of Finance &
WPC Primary Representative

STEPHEN KASLE
Resident Engineer
JACOBS

RE: Requesting approval of a Contract with Headworks Improvements Screening and Grit Equipment Replacement with C. H. Nickerson Company, Inc. of Torrington in the amount of **$2,795,331.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

32. E. GIL GRAVELINE
Building Official
Department of Inspection

RE: Requesting approval of the following refunds for cancelled Permits:

Millstream Construction $337.50

REFERRED TO THE FINANCE COMMITTEE.

33. ROY E CAVANAUGH, P.E.
City Engineer
Engineering Department

RE: Requesting approval of a Construction Contract for the 2024 Crack Filling Program between the Waterbury and ILine, LLC. in the amount **$110,000.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

34. ROY E CAVANAUGH, P.E.
City Engineer
Engineering Department

RE: Requesting approval of a Construction Contract for the Gaylord Drive Sanitary Sewer Separation Program between the City of Waterbury and Colonna Concrete & Asphalt Paving LLC, in the amount of **$175,975.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

35. ROY E CAVANAUGH, P.E.
City Engineer
Engineering Department

RE: Requesting approval of a Construction Contract for the Shirley Street Drainage between the City of Waterbury and S&O Construction, LLC. in the amount of **$147,092.00**.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

36. KEVIN DALY
Staff Attorney
Office of the Corporation Counsel

RE: Requesting approval of an Amendment of Understanding with Waterbury Land Bank regarding deed restrictions.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

37. KEVIN DALY
Staff Attorney
Office of the Corporation Counsel

RE: Requesting approval of an Agreement to Convey eight (8) City Owned Properties to the Waterbury Land Bank.

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

38. PAUL K PERNEREWSKI JR.
Mayor
City of Waterbury

RE: Appointment of the following individuals to the *following* Boards and Commissions of the City of Waterbury, to wit:

UNRESTRICTED:

BOARD OF ETHICS:
F. David Corbett (D) 08/01/2024 – 07/31/2029

ENVIRONMENTAL CONTROL COMMISSION:
Ellen Carter (D) 01/01/2022 – 12/31/2025
Bilal Tajildeen (BOA-D) 12/1/2023 – 11/30/2025

RESTRICTED:

ENVIRONMENTAL CONTROL COMMISSION:
Lisa Marie Luis (R) 01/01/2024 – 12/31/2027

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

39. MICHAEL J DALTON
City Clerk

RE: Submittal of FY2023-2024 Annual Reports for the following departments, to wit:

Town Clerk
Senior Center
Registrars of Voters
Water Department
City Planning Department

REFERRED TO THE INTERGOVERNMENTAL COMMITTEE.

40. E. GIL GRAVELINE
Building Official
Department of Inspection

RE: Requesting approval of the following refunds for cancelled Permits:

Freedom Forever LLC $607.50

REFERRED TO THE FINANCE COMMITTEE.

STANDING COMMITTEE

FRANK A. CARUSO, JR., CCMC
Revenue Collection Manager

RE: Request for refunds for Tax Overpayments in the amount of **$7,801.61.**

REFERRED TO THE FINANCE COMMITTEE.

UNFINISHED BUSINESS:

1. PAUL K PERNEREWSKI JR.
Mayor
City of Waterbury

RE: New proposed Ordinance giving the Mayor, in consultation with the Chief of Police or the Fire Chief, as appropriate, the authority to declare a police officer, or firefighter's death to have occurred in the line of duty under certain circumstances set forth in Public Act 24-16. (**Received on 07/15/2024 and referred to the Intergovernmental Comm. Public Hearing set for 08/12/2024 @ 5:45 PM.)**

2. MICHAEL LeBLANC
Director of Finance

RE: Bond Authorization for replacement of Department of Fire Services Engine 2 and Engine 11, in the amount of **$2,300,000**. (**Received on 07/29/2024 and referred to the Intergovernmental Comm. Public Hearing set for 08/12/2024 @ 5:50 PM.)**

Mjd:amb

SPECIAL BOARD OF ALDERMEN
FY 2024-25 BUDGET DEPARTMENT HEAD MEETING
TUESDAY, APRIL 23, 2024 @ 5:30 PM
Aldermanic Chambers - Waterbury City Hall – 2nd FL
235 Grand Street, Waterbury CT 06702

The Regular Meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's You Tube Channel https://youtu.be/FvHv6iJ8Kik

SUMMARY MINUTES

1. CALL TO ORDER: **@ 5:30 PM.**

2. PLEDGE OF ALLEGIANCE & SILENT PRAYER: **OBSERVED**

3. ROLL CALL:

(14) Present:	Alseph	Martinez-McCarthy	Rodriguez
	Cavallo	Mosley	Salvio ***(Arrived at 6:15 PM)***
	D'Orso	Noujaim ***(Arrived at 5:32 PM)***	Tajildeen ***(Arrived at 5:56 PM)***
	Lopez Jr.	Rinaldi	Weaver ***(Arrived at 5:56 PM)***
	DiGiovancarlo ***(President)***		Zimmermann
(1) Absent:	Alderman Hunter		

4. Discussion with the following Department Heads regarding the Mayor's Proposed 2024-2025 Budget:

- **5:31 PM – 5:59 PM – FINANCE**
  Michael LeBlanc, CPA
  Director of Finance
- **5:5 PM – 6:24 PM – ASSESSOR**
  Anne Paliulis
- **6:24 PM – 6:56 PM - REVENUE COLLECTION**
  Frank A. Caruso, Jr., CCMC
- **6:56 PM – 7:07 PM – PURCHASING**
  Kevin McCaffery

- **7:07 PM – 7:25 PM - <u>INTERNAL AUDIT</u>**
  Joseph Garvis

- **7:25 PM – 7:55 PM – <u>BUDGET</u>**
  Sarah Geary, MPA
  Manager of Budget Development & Oversight

- **7:55 PM – 8:16 PM - <u>INFORMATION TECHNOLOGY</u>**
  Dan Larrapino

- **8:16 PM – 8:42 PM - <u>GENERAL FINANCIAL-OPERATING CHARGES</u>**
  Michael LeBlanc, CPA
  Director of Finance
  Sarah Geary, MPA
  Manager of Budget Development & Oversight

- **8:42 PM – 9:10 PM - <u>RETIREMENT BOARD</u>**
  Michael LeBlanc, CPA
  Director of Finance
  Sarah Geary, MPA
  Manager of Budget Development & Oversight

5. ADJOURN

On the Motion of Alderwoman Martinez-McCarthy, Seconded by Alderman Lopez Jr., the Board of Aldermen Voted Unanimously to **<u>ADJOURN at 9:15 PM</u>.**

NOTE: OTHER THAN THE VOTE TO ADJOURN, NO VOTES WERE TAKEN DURING THIS SPECIAL MEETING

MJD:TC

SPECIAL BOARD OF ALDERMEN

FY 2024-25 BUDGET DEPARTMENT HEAD MEETING

THURSDAY, MAY 09, 2024 @ 5:30 PM

Aldermanic Chambers - Waterbury City Hall – 2nd FL

235 Grand Street, Waterbury CT 06702

The Regular Meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's You Tube Channel https://youtu.be/z8WQqgPhObs

SUMMARY MINUTES

1. Called to Order @ 5:30 P.M.

2. Pledge of Allegiance & Silent Prayer – Observed

3. Roll Call

Present:

Alseph Jr.
Cavallo
D'Orso,
Martinez-McCarthy
Lopez Jr.
Noujaim ***(arrived at 6:15)***
Mosley ***(arrived at 5:47 P.M.)***
Rinaldi
Rodriguez
Salvio
Tajildeen
Weaver ***(arrived at 5:42 P.M.)***
Zimmermann
DiGiovancarlo ***(President) (13)***

Absent:

Hunter, Noujaim (2)

4. Discussion with the following Department Heads regarding the Mayor's Proposed 2024-2025 Budget:

- **Mayor's Office – Paul K. Pernerewski Jr., Mayor**
- **Board of Aldermen – Sarah R. Geary, Manager of Budget Development and Oversight**
- **Legal – Angela Juliani, Corporation Counsel**
- **City Clerk – Mike Dalton, City Clerk**
- **Town Clerk - Chick Spinelli, Town Clerk**
- **Human Resources – Tara L. Shaw, Human Resources Director**
- **Registrar of Voters - Teresa Begnal, Democratic Registrar**
  Alexandra Desjardins, Republican Registrar
- **City Sheriff - Stephen M. Conway, Sheriff**
- **Probate – Sarah R. Geary, Manager of Budget Development and Oversight**

5. Adjourn

On the Motion of Alderman D'Orso, Seconded by Alderwoman Martinez-McCarthy, the Board of Aldermen Voted Unanimously to <u>ADJOURN</u> at 7:36 P.M.

MJD:dd

SPECIAL BOARD OF ALDERMEN
FY 2024-25 BUDGET DEPARTMENT HEAD MEETING
WEDNESDAY, MAY 15, 2024 @ 5:30 PM
Aldermanic Chambers - Waterbury City Hall – 2nd FL
235 Grand Street, Waterbury CT 06702

SUMMARY MINUTES

The Regular Meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's You Tube Channel https://youtu.be/yp8oypZTrQc

1. Called to Order @ 5:31 P.M.

2. Pledge of Allegiance & Silent Prayer – Observed

3. Roll Call:

Present:	**Alseph Jr.**	**Cavallo**	**D'Orso**
	Hunter	**Lopez Jr.**	**Mosley**
	Noujaim	**Rinaldi**	**Rodriguez**
	Salvio	**Tajildeen**	**Weaver**
	Zimmermann	**DiGiovancarlo (*President*) *(14)***	
Absent:	**Martinez-McCarthy *(1)***		

4. Discussion with the following Department Heads regarding the Mayor's Proposed 2024-2025 Budget:

City Plan
Bob Nerney, City Planner
Clifford Brammer, Assistant City Planner

Inspection
E. Gil Graveline, Building Inspector

Public Works & Engineering
Dave Simpson, Director of Public Works
Pat Mulvehill, Deputy Director
Roy Cavanaugh, City Engineer
Ralph Fasulo, Accountant
Mark Lombardo, Deputy Director

Water Pollution Control

Michael LeBlanc, Director of Finance & WPC Primary Representative
Stephen Kasle, Resident Engineer, JACOBS
Paula Malloy, Project Manager
Scott Mangold, Regional Manager, JACOBS
Denis Cuevas, Business Manager, JACOBS

Water & WPC Administration Division

Jim Berthelson, Controller

Water Department

Rob Langenauer, Water Superintendent

5. Adjourn

On the Motion of Alderman D'Orso, Seconded by Alderman Lopez Jr., the Board of Aldermen Voted Unanimously to ADJOURN at 9:06 P.M.

MJD:dd

BOARD OF ALDERMEN
SPECIAL MEETING
BUDGET ADOPTION FY 2024-2025
TUESDAY, JUNE 4, 2024 AT 5:30 PM
ALDERMANIC CHAMBERS - 2ND FLOOR - CITY HALL
235 GRAND STREET - WATERBURY, CT 06702

"SUMMARY MINUTES"

The Regular Meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96; Frontier Channel 6096) and the City of Waterbury's YouTube Channel https://youtu.be/CuTddFV9plg

√1. CALL TO ORDER @ 6:05 PM

√2. PLEDGE OF ALLEGIANCE & SILENT PRAYER OBSERVED

√3. ROLL CALL:

PRESENT:	**Alseph**	**DiGiovancarlo**	**D'Orso**	**Hunter**
	Lopez, Jr.	**Martinez-McCarthy**	**Mosley**	**Noujaim**
	Rinaldi	**Rodriguez**	**Salvio**	**Weaver**
	Zimmermann			
ABSENT:	**Cavallo**			
	Tajildeen			

On a motion of Alderman D'Orso, duly seconded by Alderwoman Martinez-McCarthy, the Board of Aldermen voted unanimously to RESOLVE INTO COMMITTEE OF THE WHOLE.

√4. Consideration & Action on the Mayor's Proposed 2024-2025 Budget for the Fiscal Year End June 30, 2025 and the Capital Improvement Plan for Fiscal Years 2025-2029.

On a motion of Alderman D'Orso, duly seconded by Alderwoman Martinez-McCarthy, the Board of Aldermen voted unanimously to RETURN TO THE REGULAR ORDER OF BUSINESS.

►**BUDGET RESOLUTION #1**

A Resolution making appropriations for operating departments of the City of Waterbury for the ensuing 2025 Fiscal Year pursuant to §9B-3(c) of the Charter of the City of Waterbury.

On a motion of Alderman Christian D'Orso, duly seconded by Alderwoman Sandra Martinez McCarthy, the Board of Aldermen voted by a 9 Yea – 3 Nay roll call vote, to APPROVE Budget Resolution #1, as read.

Yeas: Aldermen D'Orso, Hunter, Lopez, Jr., Mosley, Martinez-McCarthy, Rinaldi, Salvio, Weaver, and DiGiovancarlo – 9.
Nays: Aldermen Alseph, Rodriguez, and Zimmermann - 3.

►BUDGET RESOLUTION #2

A Resolution approving the tax levy and appropriations for operating departments of the City of Waterbury for the ensuing Fiscal Year, pursuant to §9B-3(c) of the Charter of the City of Waterbury.

On a motion of Alderman Christian D'Orso, duly seconded by Alderwoman Sandra Martinez McCarthy, the Board of Aldermen voted by an 11 Yea – 1 Nay roll call vote, to APPROVE Budget Resolution #2, as read.

Yeas: Aldermen D'Orso, Hunter, Lopez, Jr., Mosley, Martinez-McCarthy, Rinaldi, Rodriguez, Salvio, Weaver, Zimmermann, and DiGiovancarlo – 11.
Nays: Alderman Alseph - 1.

►BUDGET RESOLUTION #3

A Resolution making appropriations for the ensuing 2025 Fiscal Year for the Water Pollution Control Enterprise Fund of the City of Waterbury.

On a motion of Alderman Christian D'Orso, duly seconded by Alderwoman Sandra Martinez McCarthy, the Board of Aldermen voted by an 11 Yea – 1 Nay roll call vote, to APPROVE Budget Resolution #3, as read.

Yeas: Aldermen D'Orso, Hunter, Lopez, Jr., Mosley, Martinez-McCarthy, Rinaldi, Rodriguez, Salvio, Weaver, Zimmermann, and DiGiovancarlo – 11.
Nays: Alderman Alseph - 1.

►BUDGET RESOLUTION #4

A Resolution making Appropriations for the ensuing 2025 Fiscal Year for the Water Enterprise Fund of the City of Waterbury.

On a motion of Alderman Christian D'Orso, duly seconded by Alderwoman Sandra Martinez McCarthy, the Board of Aldermen voted by a 11 Yea – 1 Nay roll call vote, to APPROVE Budget Resolution #4, as Read:

Yeas: Aldermen D'Orso, Hunter, Lopez, Jr., Mosley, Martinez-McCarthy, Rinaldi, Rodriguez, Salvio, Weaver, Zimmermann, and DiGiovancarlo – 11.
Nays: Alderman Alseph - 1.

►BUDGET RESOLUTION #5

A Resolution adopting the Schedule of Fees and Charges for Services, Licenses and other purposes of the City of Waterbury for the ensuing Fiscal Year.

On a motion of Alderman D'Orso, duly seconded by Alderwoman Martinez-McCarthy, the Board of Alderman voted by unanimous consent calendar roll call vote to APPROVE Budget Resolution #5, as read.

►**BUDGET RESOLUTION #6**

A Resolution allowing Mathematical Corrections to the Budget of the City of Waterbury and Emergency Transfers for the ensuing Fiscal Year.

On a motion of Alderman D'Orso, duly seconded by Alderwoman Martinez-McCarthy, the Board of Alderman voted by unanimous consent calendar roll call vote to APPROVE Budget Resolution #6, as read.

►**CAPITAL IMPROVEMENT PLAN RESOLUTION #1**

A Resolution making appropriations for Capital Expenses of the City of Waterbury for Fiscal Year July 01, 2024 through June 30, 2025, pursuant to §9B-3(c) of the Charter of the City of Waterbury.

On a motion of Alderman D'Orso, duly seconded by Alderwoman Martinez-McCarthy, the Board of Alderman voted by unanimous consent calendar roll call vote to APPROVE Capital Improvement Plan Resolution #1, as read.

►**CAPITAL IMPROVEMENT PLAN RESOLUTION #2**

A Resolution approving the Capital Expenses for departments of the City of Waterbury for the Fiscal Year July 01, 2024 through June 30, 2025, pursuant to §9B-3(c) of the Charter of the City of Waterbury.

On a motion of Alderman D'Orso, duly seconded by Alderwoman Martinez-McCarthy, the Board of Alderman voted by unanimous consent calendar roll call vote to APPROVE Capital Improvement Plan Resolution #2, as read.

√5. ADJOURNMENT.

On a motion of Alderman D'Orso, duly seconded by Alderwoman Martinez-McCarthy, the Board of Aldermen voted unanimously to ADJOURN AT 6:42 PM.

MJD:Amb

DEPARTMENT OF POLICE SERVICES
255 EAST MAIN STREET
WATERBURY, CONNECTICUT 06702

Fernando Spagnolo
Chief of Police

John D. Napiello
Deputy Chief of Police

Michael Ponzillo
Deputy Chief of Police

Executive Summary

TO: Michael Digiovancarlo, Sr
President, Board of Aldermen

Members, Board of Aldermen

FROM: Fernando Spagnolo, Chief of Police Waterbury Police Department

RE: Memorandum Of Agreement Re: Amendment To Current Collective Bargaining Agreement

DATE: 07/29/2024

The Waterbury Police Department respectively requests approval of the Memorandum of Agreement (MOA) between the City of Waterbury and the Waterbury Police Union Brass City Local, CACP (Waterbury Police) regarding the amendment to the current Collective Bargaining Agreement (CBA) for the period of July 1, 2022, to June 30, 2026.

The attached MOA outlines changes to the existing CBA, resulting from extended negotiations between the Waterbury Police Union Brass City Local, CACP (Waterbury Police), the City, and the Chief of Police. After a thorough review and consideration of all parties' concerns, the proposed changes have been presented to and ratified by the union membership.

A representative from the Waterbury Police Department will be at the next Board of Aldermen meeting to answer any questions you may have.

Memorandum Of Agreement
Re: Amendment To Current Collective Bargaining Agreement

I. INTRODUCTION

Brass City Local, CACP (Union) and The City of Waterbury (City) agree to the following changes to the current Collective Bargaining Agreement (CBA). The listed changes are a result of negotiations between the Union, the City and the Chief of Police over an extended period of time and after due consideration of all the Parties' concerns. Only those items mentioned in this document will be incorporated into the CBA. Finally, this MOA is subject to contract ratification by the members of the Union followed by submission of the Agreement to the City's Board of Alderman for its vote in conformity with the provisions of C.G.S. Section 7-474 (MERA).

II. CONSOLIDATION OF POSITIONS

A. Article I, Section 1. at Paragraph 2

The position/classification of Assistant Deputy Chief will be eliminated. In place thereof, there will be one (1) additional Deputy Chief (3 total) and seven (7) budgeted Captain positions/classifications. All Deputy Chiefs shall be excluded from the bargaining unit.

B. Article IV, Hours of Work, Section 1(h) at Paragraph 55

The positions of Assistant Deputy Chief and Aide to Assistant Deputy Chief shall be eliminated from this section.

C. The position of Assistant Deputy Chief is deleted from Schedule C, WAGE SCALE

D. To the extent that reference is made to "Assistant Deputy Chief" in other sections of the CBA, those references are deleted and shall have no further effect.

III. NEW PATROL WORK SCHEDULE

Article IV, Hours of Work, Section 1. at Paragraph 40.

A new work schedule will be implemented for the Patrol Division in that the current five-two, five-two, five-three schedule will become a five-two, five-three schedule. No other provisions of Article IV shall be amended.

IV. ONE ADDITIONAL PAID HOLIDAY

Article VII, Holidays, at Paragraph 120

Juneteenth will be added to the current list of recognized Holidays, in the collective bargaining agreement and compensation therefore will be added to the existing December holiday paycheck. This will be in effect for calendar year 2024.

V. UNIFORMS

Article XVII, Section 3.a. at Paragraph 241

The number of uniforms issued to each uniformed Officer on a yearly basis will consist of two (2) long sleeve uniform shirts, (2) short sleeve shirts and two (2) uniform pants

VI. IMPLEMENTATION TIMELINE

The changes to the Collective Bargaining Agreement set forth in this Memorandum of Agreement shall become effective after ratification by Bargaining Unit Members and after the City's legislative body, its Board of Aldermen, has received this MOA and had an opportunity to act upon it as provided for by Conn. Gen. Statutes §7-474. Upon receiving notice of ratification, the City's Bargaining Representative shall within fourteen (14) days submit the Union ratified document to the Board of Aldermen. The Board of Aldermen shall then vote to approve or reject said Agreement. If the Board fails to so vote within thirty (30) days of the end of the fourteen day period, this Memorandum of Agreement shall be deemed approved.

VII. RETIREE EXTRA DUTY

Article VI

1. A "Retired Waterbury Police Officer" (hereinafter "RWPO") under this Agreement shall be defined to mean any officer regardless of rank, who leaves, or has left the Department on or after January 1, 2024 while in good standing with a full-service pension and who thereafter maintains his/her POSTC certification. At the RWPO's cost, he/she shall also maintain his/her firearms qualification. Waterbury Training Officer(s) will assist with scheduling RWPO recertification classes and conduct firearm qualification sessions. RWPO's who retire and are sworn officers in another department, or whom have retired on disability pensions, are not eligible to be in the program. A RWPO shall provide an annual 'fit for duty' certificate from a medical provider at his/her cost. RWPOs must sign up for extra duty eligibility annually. Selection and service as a RWPO are at the discretion of the Chief of Police.

2. RWPOs will be paid for working extra-duty jobs at the Collective Bargaining Agreement extra-duty rate minus ten percent (10%) of said contractual rate, in consideration of this agreement. RWPOs will be 'at will' employees. RWPOs shall be entitled to no other benefits or entitlements.

3. All RWPOs and all active Deputy Chiefs (hereinafter "DCs") will be eligible for assignment to extra-duty jobs, to include "sensitive duty" jobs, only after all such jobs are first offered to all Brass City Local Bargaining Unit Members on the extra-duty list per standard procedure. RWPOs and DCs will be placed on a RWPO/DC extra-duty rotation list in the order in which they sign up for that list. The RWPOs and DCs will rotate off their list in the same manner as Bargaining Unit Members rotate off the Bargaining Unit Member extra-duty list, i.e. when the top person on the list is offered a job and either refuses or takes the job, that person rotates to the bottom of the list. Active DCs shall be given priority on the RWPO/DC extra-duty rotation list.

4. When Brass City Local Bargaining Unit Members retire, they shall have the option to buy their current Department issued weapon at the City's cost of purchase, provided they are eligible for extra- duty assignments under this agreement and sign up for same. If the Department issues a new weapon to current Police Officers, any RWPO will be required to purchase said new weapon required by WPD at the City's cost. Any other equipment (duty belt, handcuffs, ammunition, etc.) that the WPD requires RWPOs to wear on their person while performing extra-duty assignments for the City shall be entitled to keep that equipment upon retirement, again if they sign up and are eligible.

5. Radio, Body-worn camera and Taser, if required by the City to be worn on extra-duty jobs by all Officers and RWPOs, will be issued by the City to eligible and enrolled RWPOs.

6. The City may issue Policies and Procedures that will govern RWPO's work on extra duty assignments. The City may update its Policies and Procedures governing RWPO's from time to time as it sees fit.

CITY OF WATERBURY

BY: _____

Paul K. Pernerewski, Jr.
Mayor of the City of Waterbury

BRASS CITY LOCAL, CACP

BY: _____

John Healey
President Brass City Local

(2)

Office of the Mayor

Board of Aldermen

Zoning Board

2024 JUL 11 P 1:08

On June 18, 2024, I attended a zoning hearing regarding a laundromat request for 190 Cooke Street. The side and back of this former Church building is also on Hopkins Street. Attending a zoning hearing was my first time, so I was not familiar with exactly how zoning hearings worked. I assumed mistakenly, once they closed the hearing for this application, there would be a review, later. I did not realize that it would be approved immediately that night without further discussion.

Following is one of the issues I mentioned about parking in the area and would like to know if a traffic study was ever done prior to approval

- Parking for renters on the odd side of the street that aren't allowed to park in the yards of the house they live in, park on the even side of the street
- The Bodega, Salon, and Barber customers park on Cooke and Hopkins Street
- Our local Bodega has weekly delivery trucks for the store
- The bus stop is located right at the front door of the proposed laundromat
- This area is extremely congested with this traffic, but workable because it's our residential area
- Now you're allowing additional unwanted traffic to our residential area

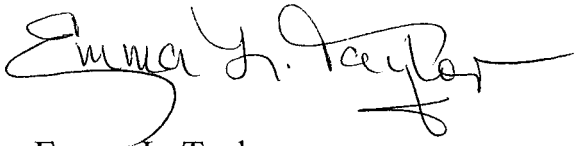
I called and left a message at the mayor's office and when I received a return call was told it would be reviewed. The follow-up call after the review was, the proper permits were pulled, and it technically is a done deal.

Another question I would like to know. Was a mold health inspection done on this building? December 2022, I received a call from Victor Diaz asking if I had water in my basement from 190 Cooke. We went outside and the basement was a waterfall pouring out on the sidewalk of Hopkins and getting into the basement of 184-186 Cooke. I provided him with the numbers of the former Pastor of Dove Ministries and the Emergency Water Department issues. The Water Dept sent someone out to turn the water off to the building. What was done in the basement plumbing and mold wise, and will this be a problem in the future?

One more question I would have asked had I known to remain at the hearing. The letter I received about the meeting stated "Personal, Business and Repair Services (Laundromat)". What would be the 'personal' part of this application?

Lastly, I'm extremely displeased with my section of Waterbury being overlooked for the peace and quiet other residential neighborhoods in Waterbury enjoy.

Respectfully submitted,



Emma L. Taylor

178 Cooke Street

Waterbury, CT 06710

WATERBURY

REQUEST FOR ASSIGNMENT / LEGAL ASSISTANCE

TRANSACTIONAL MATTERS

TO: Angela R. Juliani, Interim Corporation Counsel, ajuliani@waterburyct.org

CC: Cherokee J. Dobrushkin, Transactional Paralegal, cdobrushkin@waterburyct.org

FROM: Francis Ford/Lisa Lebreiro **DEPT:** Lead & Healthy Homes **DATE:** 7/15/2024

TRANSMITTED BY: ■ **EMAIL*** □ **FAX (203-574-8340)** ■ **INTER-OFFICE MAIL** □ **HAND DELIVERY**

For emailed requests, subject line and file attachment names should match and must clearly identify the matter (i.e., name of project / contract / grant, vendor, street, individual, etc.). Include "Urgent" when applicable. *PLEASE ALSO NOTE, ALL DOCUMENTS INDICATED BELOW MUST BE IN ONE EMAIL

DESCRIPTION OF REQUEST: (provide detailed information, name of vendor, duration, cost, what is being amended, grant, matching funds, forms with required signatures, etc.):

BOA review/approval -WLHH 33 Tudor Street Bid # 8199

ALL SECTIONS MUST BE COMPLETED

1. CONTACT PERSON(S) FOR THIS REQUEST: Francis Ford/Lisa Lebreiro

PHONE # (203) 574-6786 **EXT.** _____ **EMAIL** fford@waterburyct.org OR llebreiro@waterburyct.org

2. TRANSACTIONAL MATTER TYPE (MUST CHECK ONE):

■ **Contract/MOU** □ **ITB, RFP, RFQ Review** □ **Amendment** □ **Grant** □ **Option** □ **Real Estate**

3. ALL REQUIRED FORMS AND INFORMATION LISTED BELOW MUST BE COMPLETE, SIGNED (WHEN APPLICABLE) AND SENT WITH THIS REQUEST IN ONE EMAIL/FAX:

Contract/MOU – Non-Solicitation

- □ Funds Requisition / Certification of Funds
- ■ Contract / Amendment Information Sheet
- □ Sole Source Letter, or Exempt from Bid Process Letter
- □ Project / Contract Certification Form
- □ Insurance & Bond Specification Recommendations
- □ Complete & Detailed Scope of Services

ITB, RFP, RFQ Review & Sample Contract

- □ Assigned RFP/ITB Number
- □ Copy of Draft Solicitation Documents (RFP, ITB)
- □ Project / Contract Certification Form
- □ Insurance & Bond Specification Recommendations

Amendment

- □ Funds Requisition / Certification of Funds (if requesting additional funds)
- □ Contract / Amendment Information Sheet
- □ Letter of Consistency with Scope of Procurement

Grant

- □ Grant Application & Supporting Documents
- □ Department's Signed Notification of Grant Application Form
- □ Budget Dept. Review / Approval Email
- □ A Certification of Funds (if matching funds are required)

4. IS THIS CONTRACT OR UNDERLINING CONTRACT ESSR OR ARPA FUNDED, EVEN PARTIALLY? (MUST CHECK ONE) □ **YES** ■ **NO**

5. IDENTIFY FUNDING SOURCE(S): HUD

6. A COMPLETE, DETAILED SCOPE OF SERVICES MUST BE ATTACHED (UNLESS INCLUDED IN SOLICITATION DOCUMENTS)

REVISED ON 6/12/2024

Memorandum

To: Board of Aldermen

From: Francis Ford, Program Manager, Health Department

Date: July 15, 2024

Re: **Board of Aldermen Approval Request / Executive Summary** – Lead and Healthy Homes Professional Services Contract for Waterbury Lead & Healthy Homes between the City of Waterbury and Jason M. Deleo of 33 Tudor Street.

The Health Department respectfully requests your approval of the above-referenced contract in the amount of $67,300.00 for Lead and Healthy Homes Professional Services between the City of Waterbury and Jason M. Deleo for mitigation of three units for housing- related health hazards and lead reduction work as set forth in the contract.

This contract was initiated under the Invitation to Bid process (Bid #8199).

The Contract Term is three years commencing on the of Determined Eligibility and the project is being totally funded by HUD.

Accordingly, attached for your review and consideration are 1 original copy, one PDF and 8 copies of the proposed contract, plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Thank you,

Francis Ford,
Program Manager
Waterbury Lead & Healthy Homes
Attachment

CITY OF WATERBURY
DEPARTMENT OF PUBLIC HEALTH
LEAD AND HEALTHY HOMES PROGRAM

OWNER-CITY AGREEMENT

This Agreement, effective on the date signed by the Mayor, is entered into by and between the **City of Waterbury**, a municipal corporation organized and existing under the laws of the State of Connecticut, having an address of 235 Grand Street, Waterbury, Connecticut ("City"), and Jason M. Deleo of 151 Northwood Drive, Middlebury, CT 06762 ("Owner(s)") to facilitate the mitigation of certain housing-related health hazards and the performance of certain lead hazard reduction work in accordance with the Policies and Procedures of the Waterbury Lead and Healthy Homes Program ("Program") on the property known as 33 Tudor Street, Waterbury, Connecticut ("Property").

Pursuant to Program Policies and Procedures, the Healthy Homes Project Plan and Lead Hazard Reduction Plan for the Property, Contract for Healthy Homes and Lead Hazard Control Work between Owner and Contractor dated _____ ("Contract"), and the Declaration of Restriction, in addition to any addenda to the aforementioned, the parties hereby agree as follows:

ARTICLE I OWNERSHIP; USE OF PROPERTY

The Owner(s) certify(ies) that he (he/she/they/it) currently hold(s) title to the Property and that the Property is used solely for residential purposes.

ARTICLE II – AMOUNT OF ASSISTANCE; GRANT PERIOD

The Total Contract Price for the mitigation of the housing-related health hazards and the lead hazard reduction work, as set forth in the Contract is $67,300.00. The Total Grant Assistance Amount is $67,300.00. There are three units being funded pursuant to this Agreement. Each unit shall receive $22,433.33 in Grant Assistance.

The Grant Period shall be for a term of three (3) years commencing from the date of the Determined Eligibility of the units.

Determined Eligibility is defined as the date that the City of Waterbury Director of Public Health issues written confirmation that the Property has been cleared of health-related housing and lead hazards in accordance with the Scope of Services set forth in the Contract.

ARTICLE III – OWNER'S CONTRIBUTION

The Owner shall pay that portion of the Total Contract Price for mitigation of housing-related health hazards and lead hazard control reduction work, including consultant fees, not covered by the Total Grant Assistance Amount.

ARTICLE IV – DECLARATION OF RESTRICTION

The Owner understands and acknowledges that he/she/they/it may not transfer in whole or in part any legal or equitable interest in the Property during the Grant Period. The Grant Period for each dwelling unit is the three (3) years from the date of its Determined Eligibility. The Owner further acknowledges that the obligations hereunder may **not** be assigned to a purchaser or any grantee of the Property. If the Owner makes such a transfer, the Owner will be required to repay the remaining balance of the Grant Assistance. The balance due on the Grant Assistance shall be reduced by one-third of the original principal amount each year on the anniversary date of the Determined Eligibility provided that Owner is in compliance with all of the terms and conditions of this Agreement, the Declaration of Restriction, and the provisions of the Program Policies and Procedures.

The City may, upon Owner's application to and approval by the City of Waterbury Board of Aldermen, waive all or any part of the demand for repayment of said Grant Assistance upon proof of hardship that is the direct result of the death of an Owner, dissolution of marriage between Owners, transfer of employment out of the geographical area or accident or illness of the Owner.

During the Grant Period, the Owner may request that the City subordinate its interest in the Declaration of Restriction if required by a lender to allow the Owner to refinance an existing mortgage on the Property. The City of Waterbury, ***may***, in its sole discretion provide such subordination to the new mortgage holder. Only one Subordination request may be granted during any two year period.

ARTICLE V – RENT STABILIZATION; AFFORDABILITY REQUIREMENTS

The Owner agrees that the rent charged for any of the dwelling units shall not be increased from the date of Determined Eligibility for a period of three (3) years nor shall any other terms and conditions of occupancy be altered without the City's prior written consent. Rent increases shall be submitted to the Program for approval and must be accompanied by documentation reflecting increases to the Owner; i.e., taxes, insurance, maintenance costs, etc. The U.S. Department of Housing and Urban Development Fair Market Rent ceilings will be the guidelines used for approving proposed rent increases.

In the event the Owner does increase the rent in violation of the Rent Regulatory Agreement, Owner shall be required to pay all proceeds of such increases to the City. Prior to the start of any work under the Contract, the Owner shall execute a Rent Regulatory Agreement which shall remain in effect for the Grant Period. With regard to the rental units receiving grant assistance hereunder, Owner hereby agrees as follows:

For non-Owner-occupied housing:

- 50% of the units must be occupied by or made available to families with incomes at or below 50% of the area median income level;
- the remaining units shall be occupied or made available to families with incomes at or below 80% of the area median income level;

- in buildings with more than 5 units, up to 20% of the units may exceed 80% of the area median income level;
- When renting units, Owner shall give priority to families with a child under the age of six years (but a child is not required to reside at the unit at the time of assistance);

For Owner-occupied housing:

- All units shall be the principal residence of families with incomes at or below 80% of the area median income level; and
- Not less than 90% of the units shall be occupied by a child under the age of six (6) years or shall be units where a child under the age of six (6) years spends a significant amount of time visiting

ARTICLE VI – DISPLACEMENT/RELOCATION

The Owner agrees that no tenant, particularly very low and low-income tenants currently residing at the Property, shall be displaced. In the event displacement does occur, the Owner agrees to provide financial assistance, in an amount determined by the Healthy Homes Office, to enable to tenants to obtain decent, safe, and sanitary housing at affordable rates.

In the event a tenant must be temporarily relocated due to mitigation of housing-related health hazards and/or lead hazard reduction activities, the Owner agrees to make all appropriate arrangements and shall be responsible for the payment of all costs for the temporary relocation activities. The Owner agrees that no tenant shall be permanently relocated.

ARTICLE VII – ACCESS TO PROPERTY AND OWNER COOPERATION

The Owner shall cooperate fully with the Contractor and shall not do anything to interfere with or prevent the Contractor from completing the work in a timely manner. Owner shall allow the Contractor access to the Property provided the Contractor gives the Owner 24 hours' notice. The Owner is responsible for notifying all tenants and insuring that the Contractor has access to all rental units. The Owner further agrees that the Contractor will be permitted to use, without payment, all existing utilities, such as lights, heat and water, as needed, during the rehabilitation work.

ARTICLE VIII – MONITORING WORK IN PROGRESS

During construction, the Owner agrees to monitor the work in progress on a daily basis. Inspections may be performed by the members of the Program staff and City Code enforcement officials, as needed, and at the request of the Owner and/or the Program's Project Director. The Owner is responsible for immediately notifying the Program Office, in writing, should deficiencies in workmanship become apparent.

ARTICLE IX – PAYMENTS TO CONTRACTOR

The Owner agrees that the payment of the Grant Assistance shall be made in the following manner:

All Grant Assistance funds shall be retained in an account administered by the City. Upon satisfactory completion of mitigation of all housing-related health hazards and lead hazard control work in accordance with the Scope of Work contained in the Contract; issuance of a letter by the City of Waterbury Director of Health confirming that the property has been cleared of all lead hazards, and confirmation that the Owner has paid to the Contractor the Owner's share of the Contract price, the City will issue a check, payable to the Contractor, for ninety (90%) percent of the Grant Assistance amount. The remaining ten (10%) percent of the Grant Assistance amount will be paid in a similar manner on the 30th day following the first payment, providing the Owner has not found any defects in workmanship and/or materials.

At the sole discretion of the Program's Project Director, progress payments may be made to the Contractor for partial completion of the work **provided** the work has been inspected and approved by the Program's Lead Inspector/Risk Assessor, City's Environmental Consultant and the Project Director and in accordance with the provisions of Section 6.2 of the Contract.

ARTICLE X – INDEMNIFICATION AND INSURANCE

10.1. **Indemnification** The Owner acknowledges that the City is not liable for the work to be performed under the Contract nor for personal injury or property damage related to said work. The Owner shall indemnify, defend, and hold harmless the City and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery under the Contract of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any willful or negligent act or omission of the Owner, the Contractor, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Owner understands and agrees that any insurance required by this Agreement, or otherwise provided by the Owner or the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City

10.2. **Owner's Insurance**. At the time the Owner executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the below coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and is listed as additional insured as its interests may appear**". The

Owner must maintain coverage for the entire period of the Contractor Services, and terminating at such a time as the City's Director of Public Health issues a lead clearance letter for the property. The Owner shall supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

Upon request, the Owner shall deliver to the City a copy of the Owner's insurance policies, endorsements, and riders.

Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor and terminating at such time as the City's Director of Public Health issues a lead clearance letter for the Property:

Liability Insurance: Owner must have Liability Insurance in the form of Homeowners, Renters or Condominium/Cooperative Liability Insurance, as appropriate.

Liability Insurance coverage requirement is in addition to any applicable Property Insurance and must include coverage for damage or injury to others allegedly caused by the Owner.

Minimum Liability Insurance limits of $300,000 per Occurrence/$300,000 Aggregate must be provided.

The "City of Waterbury" shall be named as Loss Payee on the Property Insurance policy for the Property.

ARTICLE XI – OTHER WORK

The Owner agrees that no rehabilitation, alterations, improvements, demolition, or construction work of any kind, other than that specified in the Scope of Work contained within in the Contract will be undertaken prior to the Eligibility Date. Any violation of this Article shall render this agreement null and void, the City Grant Assistance will be withdrawn, and any and all expenses incurred shall be the sole responsibility of the Owner.

ARTICLE XII – DECLARATION OF RESTRICTION

The Owner shall execute the Declaration of Restriction within five (5) days of its preparation by the City.

ARTICLE XIII – PROPERTY MAINTENANCE

During the Grant Period, the Owner shall maintain the Property in compliance with all applicable City Codes, and regulations and ordinances governing residential and/or rental property. If it is determined that the Owner has neglected to remedy a violation of any of any such City Codes and regulations and ordinances, the Owner may be required to repay the Grant Assistance.

ARTICLE XIV – NON-DISCRIMINATION

Owner must be in compliance Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) which prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act, which: •expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status

ARTICLE XV – ACTION AGAINST CONTRACTOR

In the event of termination of the Contract for faulty work, the City shall retain the right to represent the Owner and bring legal action against the Contractor for any damages, injuries, losses or expenses, including reasonable costs and attorney's fees it incurs as a result of the Contractor's work, failure to work or defective work pursuant to the Contract including, but not limited to, additional funds the City must provide the Owner for the purposes of completing the work required under the Contract and/or repairing the Contractor's work.

ARTICLE XVI – ACTION AGAINST OWNER

In the event that the Owner fails to comply with the conditions set forth in this Agreement, the City shall have the right to prosecute an action against the Owner on behalf of itself and/or any other aggrieved party.

ARTICLE XVII – FORCE MAJEURE

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

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

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

17.3. Delays caused by the Owner's vendors, except where such delays are the result of lack of adequate coordination by the Owner.

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

ARTICLE XVIII – TERMINATION

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

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

18.2. **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Owner. If this Agreement is terminated by the City as provided herein, the Owner will be paid the agreed Grant Assistance amount for each unit completed as of the date of termination.

18.3. **Termination for Non-Appropriation or Lack of Funding**. The Owner acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The Owner therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding.

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

ARTICLE XIX – CITY'S ETHICS PROVISIONS

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

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

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

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

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

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

19.6. It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such

Person has not retained anyone in violation of this subsection F, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection f shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

19.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

19.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections A-G.

19.9. The Owner is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Procurement and Contractual Agreements", and Chapter 40 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

19.10. The Owner hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: www.waterbury-ct.gov/content/609/930/933.aspx [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

19.11. The Owner is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

19.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations

or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

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

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

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

ARTICLE XX – U.S. HOUSING and URBAN DEVELOPMENT SECTION 3 CLAUSE

In the event the Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply, in which case the Owner shall be responsible for ensuring that the Contractor complies with the following (referred to as the "Section 3 clause"):

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

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

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

of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

(The next page is the signature page)

IN WITNESS WHEREOF, this Agreement has been duly signed and sealed on the date indicated below.

Witnessed by:

Francis Ford

OWNER:

Jason M. Deleo
Date: _____

CITY OF WATERBURY

Witnessed by:

By: Paul K. Pernerewski, Jr., Mayor
Duly Authorized
Date: _____

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date 7/9/2024**

To: **Lisa N. Lebreiro- Compliance Officer**
Public Health

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent***.

Jason M. Deleo
33 Tudor St.
Waterbury, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

Memorandum

To: Board of Aldermen

From: Francis Ford, Program Manager, Health Department

Date: July 18, 2024

Re: **Board of Aldermen Approval Request / Executive Summary** – Lead and Healthy Homes Professional Services Contract for Waterbury Lead & Healthy Homes between the City of Waterbury and Armando Gonzalez and Zoila Dolores Mizhirumbay-Guaman owners of 34 Earl Street.

The Health Department respectfully requests your approval of the above-referenced contract in the amount of $64,400.00 for Lead and Healthy Homes Professional Services between the City of Waterbury and Armando Gonzalez and Zoila Dolores Mizhirumbay-Guaman for mitigation of two units for housing- related health hazards and lead reduction work as set forth in the contract.

This contract was initiated under the Invitation to Bid process (Bid #8210).

The Contract Term is three years commencing on the of Determined Eligibility and the project is being totally funded by HUD.

Accordingly, attached for your review and consideration are 1 original copy, one PDF and 8 copies of the proposed contract, plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Thank you,

Francis Ford,
Program Manager
Waterbury Lead & Healthy Homes
Attachment

FF/ll

CITY OF WATERBURY
DEPARTMENT OF PUBLIC HEALTH
LEAD AND HEALTHY HOMES PROGRAM

OWNER-CITY AGREEMENT

This Agreement, effective on the date signed by the Mayor, is entered into by and between the **City of Waterbury**, a municipal corporation organized and existing under the laws of the State of Connecticut, having an address of 235 Grand Street, Waterbury, Connecticut ("City"), and Armando Gonzalez of 34 Earl Street #2, Waterbury CT 06710 and Zoila Dolores Mizhirumbay-Guaman, of 1090 Baldwin Street, Waterbury, CT 06706 ("Owner(s)") to facilitate the mitigation of certain housing-related health hazards and the performance of certain lead hazard reduction work in accordance with the Policies and Procedures of the Waterbury Lead and Healthy Homes Program ("Program") on the property known as 34 Earl Street, Waterbury, Connecticut ("Property").

Pursuant to Program Policies and Procedures, the Healthy Homes Project Plan and Lead Hazard Reduction Plan for the Property, Contract for Healthy Homes and Lead Hazard Control Work between Owner and Contractor dated _____ ("Contract"), and the Declaration of Restriction, in addition to any addenda to the aforementioned, the parties hereby agree as follows:

ARTICLE I OWNERSHIP; USE OF PROPERTY

The Owner(s) certify(ies) that they (he/she/they/it) currently hold(s) title to the Property and that the Property is used solely for residential purposes.

ARTICLE II – AMOUNT OF ASSISTANCE; GRANT PERIOD

The Total Contract Price for the mitigation of the housing-related health hazards and the lead hazard reduction work, as set forth in the Contract is $64,400.00. The Total Grant Assistance Amount is $64,400.00. There are two units being funded pursuant to this Agreement. Each unit shall receive $32,200.00 in Grant Assistance.

The Grant Period shall be for a term of three (3) years commencing from the date of the Determined Eligibility of the units.

Determined Eligibility is defined as the date that the City of Waterbury Director of Public Health issues written confirmation that the Property has been cleared of health-related housing and lead hazards in accordance with the Scope of Services set forth in the Contract.

ARTICLE III – OWNER'S CONTRIBUTION

The Owner shall pay that portion of the Total Contract Price for mitigation of housing-related health hazards and lead hazard control reduction work, including consultant fees, not covered by the Total Grant Assistance Amount.

ARTICLE IV – DECLARATION OF RESTRICTION

The Owner understands and acknowledges that he/she/they/it may not transfer in whole or in part any legal or equitable interest in the Property during the Grant Period. The Grant Period for each dwelling unit is the three (3) years from the date of its Determined Eligibility. The Owner further acknowledges that the obligations hereunder may **not** be assigned to a purchaser or any grantee of the Property. If the Owner makes such a transfer, the Owner will be required to repay the remaining balance of the Grant Assistance. The balance due on the Grant Assistance shall be reduced by one-third of the original principal amount each year on the anniversary date of the Determined Eligibility provided that Owner is in compliance with all of the terms and conditions of this Agreement, the Declaration of Restriction, and the provisions of the Program Policies and Procedures.

The City may, upon Owner's application to and approval by the City of Waterbury Board of Aldermen, waive all or any part of the demand for repayment of said Grant Assistance upon proof of hardship that is the direct result of the death of an Owner, dissolution of marriage between Owners, transfer of employment out of the geographical area or accident or illness of the Owner.

During the Grant Period, the Owner may request that the City subordinate its interest in the Declaration of Restriction if required by a lender to allow the Owner to refinance an existing mortgage on the Property. The City of Waterbury, ***may***, in its sole discretion provide such subordination to the new mortgage holder. Only one Subordination request may be granted during any two year period.

ARTICLE V – RENT STABILIZATION; AFFORDABILITY REQUIREMENTS

The Owner agrees that the rent charged for any of the dwelling units shall not be increased from the date of Determined Eligibility for a period of three (3) years nor shall any other terms and conditions of occupancy be altered without the City's prior written consent. Rent increases shall be submitted to the Program for approval and must be accompanied by documentation reflecting increases to the Owner; i.e., taxes, insurance, maintenance costs, etc. The U.S. Department of Housing and Urban Development Fair Market Rent ceilings will be the guidelines used for approving proposed rent increases.

In the event the Owner does increase the rent in violation of the Rent Regulatory Agreement, Owner shall be required to pay all proceeds of such increases to the City. Prior to the start of any work under the Contract, the Owner shall execute a Rent Regulatory Agreement which shall remain in effect for the Grant Period. With regard to the rental units receiving grant assistance hereunder, Owner hereby agrees as follows:

For non-Owner-occupied housing:

- 50% of the units must be occupied by or made available to families with incomes at or below 50% of the area median income level;
- the remaining units shall be occupied or made available to families with incomes at or below 80% of the area median income level;

- in buildings with more than 5 units, up to 20% of the units may exceed 80% of the area median income level;
- When renting units, Owner shall give priority to families with a child under the age of six years (but a child is not required to reside at the unit at the time of assistance);

For Owner-occupied housing:

- All units shall be the principal residence of families with incomes at or below 80% of the area median income level; and
- Not less than 90% of the units shall be occupied by a child under the age of six (6) years or shall be units where a child under the age of six (6) years spends a significant amount of time visiting

ARTICLE VI – DISPLACEMENT/RELOCATION

The Owner agrees that no tenant, particularly very low and low-income tenants currently residing at the Property, shall be displaced. In the event displacement does occur, the Owner agrees to provide financial assistance, in an amount determined by the Healthy Homes Office, to enable to tenants to obtain decent, safe, and sanitary housing at affordable rates.

In the event a tenant must be temporarily relocated due to mitigation of housing-related health hazards and/or lead hazard reduction activities, the Owner agrees to make all appropriate arrangements and shall be responsible for the payment of all costs for the temporary relocation activities. The Owner agrees that no tenant shall be permanently relocated.

ARTICLE VII – ACCESS TO PROPERTY AND OWNER COOPERATION

The Owner shall cooperate fully with the Contractor and shall not do anything to interfere with or prevent the Contractor from completing the work in a timely manner. Owner shall allow the Contractor access to the Property provided the Contractor gives the Owner 24 hours' notice. The Owner is responsible for notifying all tenants and ensuring that the Contractor has access to all rental units. The Owner further agrees that the Contractor will be permitted to use, without payment, all existing utilities, such as lights, heat and water, as needed, during the rehabilitation work.

ARTICLE VIII – MONITORING WORK IN PROGRESS

During construction, the Owner agrees to monitor the work in progress on a daily basis. Inspections may be performed by the members of the Program staff and City Code enforcement officials, as needed, and at the request of the Owner and/or the Program's Project Director. The Owner is responsible for immediately notifying the Program Office, in writing, should deficiencies in workmanship become apparent.

ARTICLE IX – PAYMENTS TO CONTRACTOR

The Owner agrees that the payment of the Grant Assistance shall be made in the following manner:

All Grant Assistance funds shall be retained in an account administered by the City. Upon satisfactory completion of mitigation of all housing-related health hazards and lead hazard control work in accordance with the Scope of Work contained in the Contract; issuance of a letter by the City of Waterbury Director of Health confirming that the property has been cleared of all lead hazards, and confirmation that the Owner has paid to the Contractor the Owner's share of the Contract price, the City will issue a check, payable to the Contractor, for ninety (90%) percent of the Grant Assistance amount. The remaining ten (10%) percent of the Grant Assistance amount will be paid in a similar manner on the 30th day following the first payment, providing the Owner has not found any defects in workmanship and/or materials.

At the sole discretion of the Program's Project Director, progress payments may be made to the Contractor for partial completion of the work **provided** the work has been inspected and approved by the Program's Lead Inspector/Risk Assessor, City's Environmental Consultant and the Project Director and in accordance with the provisions of Section 6.2 of the Contract.

ARTICLE X – INDEMNIFICATION AND INSURANCE

10.1. **Indemnification** The Owner acknowledges that the City is not liable for the work to be performed under the Contract nor for personal injury or property damage related to said work. The Owner shall indemnify, defend, and hold harmless the City and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery under the Contract of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any willful or negligent act or omission of the Owner, the Contractor, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Owner understands and agrees that any insurance required by this Agreement, or otherwise provided by the Owner or the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City

10.2. **Owner's Insurance**. At the time the Owner executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the below coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and is listed as additional insured as its interests may appear**". The

Owner must maintain coverage for the entire period of the Contractor Services, and terminating at such a time as the City's Director of Public Health issues a lead clearance letter for the property. The Owner shall supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

Upon request, the Owner shall deliver to the City a copy of the Owner's insurance policies, endorsements, and riders.

Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor and terminating at such time as the City's Director of Public Health issues a lead clearance letter for the Property:

Liability Insurance: Owner must have Liability Insurance in the form of Homeowners, Renters or Condominium/Cooperative Liability Insurance, as appropriate.

Liability Insurance coverage requirement is in addition to any applicable Property Insurance and must include coverage for damage or injury to others allegedly caused by the Owner.

Minimum Liability Insurance limits of $300,000 per Occurrence/$300,000 Aggregate must be provided.

The "City of Waterbury" shall be named as Loss Payee on the Property Insurance policy for the Property.

ARTICLE XI – OTHER WORK

The Owner agrees that no rehabilitation, alterations, improvements, demolition, or construction work of any kind, other than that specified in the Scope of Work contained within in the Contract will be undertaken prior to the Eligibility Date. Any violation of this Article shall render this agreement null and void, the City Grant Assistance will be withdrawn, and any and all expenses incurred shall be the sole responsibility of the Owner.

ARTICLE XII – DECLARATION OF RESTRICTION

The Owner shall execute the Declaration of Restriction within five (5) days of its preparation by the City.

ARTICLE XIII – PROPERTY MAINTENANCE

During the Grant Period, the Owner shall maintain the Property in compliance with all applicable City Codes, and regulations and ordinances governing residential and/or rental property. If it is determined that the Owner has neglected to remedy a violation of any of any such City Codes and regulations and ordinances, the Owner may be required to repay the Grant Assistance.

ARTICLE XIV – NON-DISCRIMINATION

Owner must be in compliance Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) which prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (effective March 12, 1989) by the Fair Housing Amendments Act, which: •expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status

ARTICLE XV – ACTION AGAINST CONTRACTOR

In the event of termination of the Contract for faulty work, the City shall retain the right to represent the Owner and bring legal action against the Contractor for any damages, injuries, losses or expenses, including reasonable costs and attorney's fees it incurs as a result of the Contractor's work, failure to work or defective work pursuant to the Contract including, but not limited to, additional funds the City must provide the Owner for the purposes of completing the work required under the Contract and/or repairing the Contractor's work.

ARTICLE XVI – ACTION AGAINST OWNER

In the event that the Owner fails to comply with the conditions set forth in this Agreement, the City shall have the right to prosecute an action against the Owner on behalf of itself and/or any other aggrieved party.

ARTICLE XVII – FORCE MAJEURE

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

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

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

17.3. Delays caused by the Owner's vendors, except where such delays are the result of lack of adequate coordination by the Owner.

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

ARTICLE XVIII – TERMINATION

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

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

18.2. **Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Owner. If this Agreement is terminated by the City as provided herein, the Owner will be paid the agreed Grant Assistance amount for each unit completed as of the date of termination.

18.3. **Termination for Non-Appropriation or Lack of Funding**. The Owner acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The Owner therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding.

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

ARTICLE XIX – CITY'S ETHICS PROVISIONS

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

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

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

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

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

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

19.6. It shall be a material breach of this Agreement and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such

Person has not retained anyone in violation of this subsection F, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection f shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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19.10. The Owner hereby acknowledges receipt of a copy of the Chapters 38 and 40 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 40 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Purchasing Department web site: www.waterbury-ct.gov/content/609/930/933.aspx [see two (2) links titled "procurement ordinance" and "ethics ordinance"].

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or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38 and the Ethics and Conflict of Interest provisions set forth in Chapter 40 of the Code of Ordinances.

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

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

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

ARTICLE XX – U.S. HOUSING and URBAN DEVELOPMENT SECTION 3 CLAUSE

In the event the Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply, in which case the Owner shall be responsible for ensuring that the Contractor complies with the following (referred to as the "Section 3 clause"):

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

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

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

of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

(The next page is the signature page)

IN WITNESS WHEREOF, this Agreement has been duly signed and sealed on the date indicated below.

Witnessed by:

Francis Ford

OWNER:

Armando Gonzalez
Date: _____

Witnessed by:

Francis Ford

OWNER:

Zoila Dolores Mizhirumbay-Guaman
Date: _____

CITY OF WATERBURY

Witnessed by:

By: Paul K. Pernerewski, Jr., Mayor
Duly Authorized
Date: _____

OFFICE OF THE TAX COLLECTOR
THE CITY OF WATERBURY
CONNECTICUT

MEMORANDUM

Date: 7/18/24

From: **Delinquent Tax Office**

To: **Lisa Lebreiro-Compliance Officer/Executive Assistant**
Waterbury Health Dept., Lead & Healthy Homes City of Waterbury

Subject: **Tax Clearance**

As of this date, the records in the Tax Collector's Office indicate that the following ***are not delinquent*** for taxes, water or parking tickets.

ZOILA MIZHIRUMBAY-GUAMAN ARMANDO GONZALEZ
34 EARL ST
WATERBURY, CT 06710

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

Nancy J Olson

Nancy J. Olson. CCMC
Deputy Revenue Collection Manager
City of Waterbury

NO/ln

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 22, 2024

VIA HAND DELIVERY
Board of Aldermen
235 Grand Street
Waterbury, CT 06702

Re: New Job Specification – Registrar of Voters Administrative Associate II

Honorable Board of Aldermen:

I write to request approval of the proposed new job specification of Registrar of Voters Administrative Associate II, which is enclosed herewith.

The Civil Service Commission reviewed and approved the proposed new job specification at its July 16, 2024 meeting.

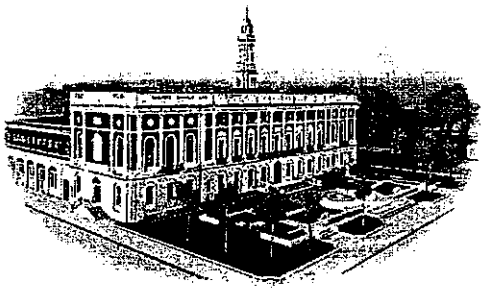
Please place this item on the agenda for your August 12, 2024 meeting. Thank you for your consideration.

Sincerely,

Tara L. Shaw

Tara L. Shaw
Director of Human Resources

Cc: Terry Begnal, *via email*
Alex Desjardins, *via email*



DEPARTMENT OF REGISTRARS OF VOTERS

THE CITY OF WATERBURY

CONNECTICUT

Civil Service Commission,

The purpose of this letter is to request an exclusive Admin II employment posting for our office at The Registrar of Voters.

Historically, we have had difficulty pulling from the general Admin II position because our Admin II must be bilingual, a registered voter, and nonpartisan. Given the diverse population we serve, bilingual communication is necessary & required by law to effectively assist all constituents.

The ideal candidate will not only manage incoming calls with professionalism but also handle a variety of administrative tasks, ensuring smooth office operations. Good communication skills are vital, as well as being able to work in a nonpartisan environment, as our secretary will be the first point of contact for many individuals.

The need for this position is incredibly important as we expect a large turnout for the November Election as well as increased foot traffic into our office. Thank you for your time and support.

Sincerely,

Teresa Begnal

Alex Desjardins

236 GRAND STREET 1ST FLOOR • WATERBURY, CONNECTICUT 06702 • (203) 574-6751

Date Approved CSC: Date
Approved BOA:
FLSA Status: Non-Exempt
Union Affiliation: WCEA
Grade:

REGISTRAR OF VOTERS ADMINISTRATIVE ASSOCIATE II

GENERAL STATEMENT OF DUTIES:
Performs varied and difficult clerical and/or sub-professional accounting tasks.

DISTINGUISHING FEATURES OF THE CLASS:
This class is distinguished from the class of Administrative Support Specialist I by the more difficult or varied assignments. Positions may be characterized by the exercise of supervisory and/or training responsibilities for a small group of employees. They may be required to wait on the public concerning a number of different services or explain semi-technical regulations in a specialized field which requires a thorough knowledge of the regulations and practices of the office to which assigned. This class is characterized by independence of action in the disposition of routine problems which require considerable experience in the same type of work at a lower level. A department head or other responsible official is available for consultation on difficult problems.

EXAMPLES OF WORK: (Illustrative Only)
Responds to official written and telephone inquiries regarding voter records and provides documentation;
Utilizes CVRS to review voter records for clarity and accuracy and to research requests for information;
Supervises the collection and compilation of complex statistical data from a variety of source materials;
Prepares payroll, requisitions and other data;
Establishes complex cross reference files and file categories;
Operates various office machines, including, but not limited to calculators, copiers, faxes and personal computers;
Enters information and retrieves data from Lawson financial and HR.IS systems;
Performs related duties as required.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:
Thorough knowledge of office terminology, procedures and equipment; thorough knowledge of business arithmetic and English and Spanish;
Good knowledge of modern clerical account keeping practices;
Ability to follow complex oral and written directions and to prepare complex fiscal and other reports;
Ability to make minor decisions in accordance with laws, ordinances, regulations and established policies;
Ability to effectively communicate orally and in writing;
Ability to utilize various office automation software, including word processing systems, spreadsheets and database management programs;
Ability to deal effectively with others, including the public and co-workers in a nonpartisan office setting.

REQUIRED EXPERIENCE AND TRAINING:
High School Graduate or GED and two (2) years' experience performing moderately difficult administrative or account keeping tasks. In the City of Waterbury, this would be at the level of Administrative Associate I.
Must be a registered State of CT Voter.
Regardless of the above requirements, must have the ability to read, write and speak fluent Spanish in accordance with Connecticut General Statutes Section 9-368i.

PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination may be required.

Frequency: Place an "X" in each box that is appropriate to your job.

NEVER (N)	OCCASIONALLY (O)				FREQUENTLY (F)	CONSTANTLY (C)			
0 % of Shift	1-33% of Shift				34-66% of Shift	67-100% of Shift			
Working Conditions	**N**	**O**	**F**	**C**	**Working Conditions**	**N**	**O**	**F**	**C**
Physical Demands					Depth Perception	X			
Standing		X			Color Distinction	X			
Walking		X			Peripheral Vision	X			
Sitting			X		Driving				
Lifting		X			**Physical Strength:**		X		
Carrying		X			Little Physical Effort (-10 lbs.)	X			
Pushing		X			Light Work (-20 lbs.)	X			
Pulling		X			Medium Work (20-50 lbs.)	X			
Climbing	X				Heavy Work (50-100 lbs.)	X			
Balancing	X				Very Heavy Work (100+ lbs.)	X			
Stooping		X			**Environmental Conditions**				
Kneeling	X				Cold (50 degrees F or less)	X			
Crouching	X				Heat (90 degrees F or more)	X			
Crawling	X				Temperature Changes	X			
Reaching	X				Wetness	X			
Handling	X				Humidity	X			
Grasping	X				Extreme Noise or Vibration	X			
Twisting	X				Exposure to Chemicals	X			
Feeling	X				Exposure to Gases and Fumes	X			
Talking			X		Exposure to Unpleasant Odors	X			
Hearing			X		Exposure to bodily fluids	X			
Repetitive Motion		X			Exposure to dampness	X			
Hand/Eye/Foot Coordination	X				Confinement to Small or Restricting Area	X			
Visual Acuity/Near	X				Mechanical Hazards	X			
Visual Acuity/Far	X				Physical danger or abuse	X			

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

The City of Waterbury is an equal opportunity employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the City when necessary.

Prepared on: 6/18/24 Position: Registrar of Voters Admin II

DRAFT

In The Matter Of:

Civil Service Commission Meeting

MINUTES

July 16, 2024

A Plus Reporting Service LLC
55 Whiting Street, Suite 1A
Plainville, CT 06062
203.269.9976

SUMMARY:

- Minutes from June 18, 2024 approved.

- New job specifications for Voters Administrative Associate II approved.

- Revised job specifications for Detective approved.

- New job specifications for Community Development Grants Director approved.

- Correspondence dated June 26, 2024 from Tara L. Shaw to Board of Alderman re: new job specification for Building Inspections Office Supervisor/Data Analyst received and placed on file.



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: July 31, 2024

To: Michael DiGiovancarlo,
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc – Director of Finance MJL

Subject: Amendment 1 to the Lease Agreement for The Western Hills Golf Course Restaurant Facility with AJD Restaurant, LLC DBA Verdi's at Western Hills

Kindly give favorable consideration by approving the attached Amendment 1 to the Lease Agreement for The Western Hills Golf Course Restaurant Facility with AJD Restaurant, LLC DBA as Verdi's at Western Hills.

AJD Restaurant, LLC was the successful respondent to an RFP resulting in a Lease Agreement effective February 1, 2016 with an initial term of 5-years with two 5-year options. This Amendment 1 would add an additional 5-year option while memorializing AJD's exercising of their Second Option. This Amendment 1 also provides for a 12.5% increase in rent over the second option period, increasing the yearly rent to $63,780 per year during the third option. Over the past several years, AJD has made numerous improvements into to the facility and plans to make additional substantial improvements to the outdoor patio. Planned improvements will add to the overall value of the City's restaurant facility, enhancing the venue for patrons and golfers enjoyment and furthering regional attraction to Waterbury.

AMENDMENT 1
To
LEASE AGREEMENT
FOR
THE WESTERN HILLS GOLF COURSE RESTAURANT FACILITY
BETWEEN
AJD RESTAURANT, LLC
DBA VERDI'S AT WESTERN HILLS
AND
CITY OF WATERBURY

THIS LEASE AMENDMENT effective on the date signed by the Mayor is by and between, **AJD Restaurant, LLC,** a Connecticut limited liability company with an office located at 64 Wellington Avenue, Waterbury, Connecticut (hereinafter the "LESSEE") and **THE CITY OF WATERBURY**, a Connecticut municipal corporation organized and existing under the laws of the State of Connecticut with offices at 235 Grand Street, Waterbury, Connecticut (hereinafter the "LESSOR" or "City"); and

WHEREAS, the Parties entered into a Lease Agreement on June 23, 2015;

WHEREAS, in accordance with Section 43.1 of the Lease Agreement, the Parties hereby wish to amend the Lease Agreement;

WHEREAS, the Lessee has represented to the City that he will make improvements to the patio area of the leased premises; and

WHEREAS, the City, in reliance on said representation, has agreed to amend the Lease agreement to provide for Option Period 3 as set forth herein.

NOW THEREFORE, the parties hereto agreed and covenant to amend said Lease Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.

2. The Parties agree to amend the Lease Agreement by this Amendment 1 as follows.

3. Section 8. ("Options) of the above referenced Lease Agreement shall be deleted in its entirety and replaced with the following:

8. Options.

8.1 Provided LESSEE is not in material default under any of its obligations at the time of LESSEE's exercise of any option (after expiration of applicable notice and cure periods), there shall be three consecutive five (5) year options to extend this Lease upon the terms and conditions as set forth herein, with the second option conditioned on exercise of the first option and the third option conditioned on exercise of the second option. The LESSEE shall provide

written notice to the LESSOR, delivered in accordance with the provisions of this Lease, one hundred eighty (180) days prior to the expiration of the Initial Term or any option period of this Lease of its desire to exercise said option. As used in this Lease, the term "Term of this Lease" shall include the Initial Term plus any option periods.

Option Period 1	February 1, 2021 – January 31, 2026
Option Period 2	February 1, 2026 – January 31, 2031
Option Period 3	February 1, 2031 – January 31, 2036

4. Section 10. ("Annual Base Rent for Option Periods) of the above referenced Lease Agreement shall be Amended to include the following subparagraph 10.3 ("Third Option Period") as follows:

10.3 Third Option Period. In addition to any additional rent or other charges for which LESSEE may be liable under this Lease, LESSEE shall pay to the LESSOR, free of set-off, counter claim, abatement or redemption for the use of the Leased Premises, an Annual Base Rent of SIXTY THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS and .00/100 ($63,780.00), payable in twelve monthly installments of FIVE THOUSAND THREE HUNDRED FIFTEEN DOLLARS and .00/100 ($5,315.00) on the first of each calendar month, for the Third Option Period.

5. In accordance with paragraph 8 "(Options") and 8.1 of the above referenced Lease Agreement the Lessee hereby exercises its Second Option to extend said Lease Agreement and Lessor hereby acknowledges its receipt of Lessees Notice to exercise said Second Option, effectively extending the term of this Lease Agreement through Jan 31, 2031.

6. All other terms, conditions, and provisions of the June 23, 2015 Agreement shall remain in full force and effect and binding on the Parties hereto.

{Signature Page to follow}

IN WITNESS WHEREOF, the Parties hereto execute this Amendment 1 on the dates indicated below.

WITNESSES:

_____
Sign & Print name

_____
Sign & Print name

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr.
Mayor, City of Waterbury

Date: _____

WITNESSES:

_____
Sign & Print name

_____
Sign & Print name

LESSEE:
AJD RESTAURANT, LLC

By: _____
Anthony J. D'Amelio
Its Member

Date: _____

WATERBURY

REQUEST FOR ASSIGNMENT / LEGAL ASSISTANCE

TRANSACTIONAL MATTERS

TO: Angela R. Juliani, Interim Corporation Counsel, ajuliani@waterburyct.org

CC: Cherokee J. Dobrushkin, Transactional Paralegal, cdobrushkin@waterburyct.org

FROM: Aisling McGuckin/Albana Lame **DEPT:** Health/Community Strategy **DATE:** 6/18/2025

TRANSMITTED BY: ■ **EMAIL*** ☐ **FAX (203-574-8340)** ☐ **INTER-OFFICE MAIL** ☐ **HAND DELIVERY**

For emailed requests, subject line and file attachment names should match and must clearly identify the matter (i.e., name of project / contract / grant, vendor, street, individual, etc.). Include "Urgent" when applicable. *PLEASE ALSO NOTE, ALL DOCUMENTS INDICATED BELOW MUST BE IN ONE EMAIL

DESCRIPTION OF REQUEST: (provide detailed information, name of vendor, duration, cost, what is being amended, grant, matching funds, forms with required signatures, etc.):
Affiliation Agreement with Grand Canyon University (GCU) and the Waterbury Health Department for Field Experience Program. This is a multiyear agreement.

ALL SECTIONS MUST BE COMPLETED

1. CONTACT PERSON(S) FOR THIS REQUEST: Nancy Bergmiller - Health Department Grant Coordinator

PHONE # 203-574-6780 **EXT.** 4688 **EMAIL** nbergmiller@waterburyct.org

2. TRANSACTIONAL MATTER TYPE (MUST CHECK ONE):

■ **Contract/MOU** ☐ **ITB, RFP, RFQ Review** ☐ **Amendment** ☐ **Grant** ☐ **Option** ☐ **Real Estate**

3. ALL REQUIRED FORMS AND INFORMATION LISTED BELOW MUST BE COMPLETE, SIGNED (WHEN APPLICABLE) AND SENT WITH THIS REQUEST IN ONE EMAIL/FAX:

Contract/MOU – Non-Solicitation

- ☐ Funds Requisition / Certification of Funds — N/A
- ■ Contract / Amendment Information Sheet
- ☐ Sole Source Letter, or Exempt from Bid Process Letter — N/A
- ■ Project / Contract Certification Form
- ■ Insurance & Bond Specification Recommendations
- ■ Complete & Detailed Scope of Services

ITB, RFP, RFQ Review & Sample Contract

- ☐ Assigned RFP/ITB Number
- ☐ Copy of Draft Solicitation Documents (RFP, ITB)
- ☐ Project / Contract Certification Form
- ☐ Insurance & Bond Specification Recommendations

Amendment

- ☐ Funds Requisition / Certification of Funds (if requesting additional funds)
- ☐ Contract / Amendment Information Sheet
- ☐ Letter of Consistency with Scope of Procurement

Grant

- ☐ Grant Application & Supporting Documents
- ☐ Department's Signed Notification of Grant Application Form
- ☐ Budget Dept. Review / Approval Email
- ☐ A Certification of Funds (if matching funds are required)

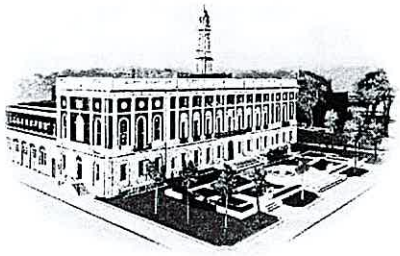
4. IS THIS CONTRACT OR UNDERLINING CONTRACT ESSR OR ARPA FUNDED, EVEN PARTIALLY? (MUST CHECK ONE) ☐ **YES** ■ **NO**

5. IDENTIFY FUNDING SOURCE(S): N/A

6. A COMPLETE, DETAILED SCOPE OF SERVICES MUST BE ATTACHED (UNLESS INCLUDED IN SOLICITATION DOCUMENTS)

REVISED ON 6/12/2024

THE CITY OF WATERBURY



DEPARTMENT OF PUBLIC HEALTH
EXECUTIVE SUMMARY

To: Mayor Paul Pernerewski
City of Waterbury Board of Aldermen

From: Aisling McGuckin, RN, MSN-MPH
Director of Public Health

Date: July 31, 2024

Re: Affiliation Agreement between Grand Canyon University and the City of Waterbury for student field experiences

The Waterbury Health Department (WHD) respectfully requests approval of an Affiliation Agreement with Grand Canyon University (GCU) to allow students in Bachelor's and Master's degree programs to do field experiences or internships with City of Waterbury departments.

Background:
The Waterbury Health Department supports the learning of a variety of students from colleges and universities across the country by hosting them through internships and preceptorships. This Affiliation Agreement with Grand Canyon University will allow WHD to host a student in the fall who wishes to gain experience in community outreach and harm reduction as part of her Bachelor's degree in Social Work. By initiating this type of multi-year Affiliation Agreement with GCU we can continue to support these learning experiences for students in years to come. There is no cost to the City associated with this Affiliation Agreement.

Attached Contract:
Please see attached Affiliation Agreement.

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: Affiliation Agreement with Grand Canyon University for Field Experience Program

Department: **Health**

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: _____
Aisling McGuckin, RN, MSN-MPH, Director of Health

7/31/24
Date

STUDENT AFFILIATION AGREEMENT
for
Field Experience Program
between
The City of Waterbury, Connecticut
and
Grand Canyon University

THIS STUDENT AFFFILIATION AGREEMENT (hereinafter the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (hereinafter the "City"), with its principal place of business located at City Hall, 235 Grand Street, Waterbury, Connecticut and Grand Canyon University (hereinafter the "University") with its principal place of business located at 3300 West Camelback Road, Phoenix, Arizona, a State of Arizona duly registered Corporation (jointly referred to as the "Parties" to this Agreement).

WHEREAS, the University is a private university and maintains accredited educational programs; and

WHEREAS, the University desires to enhance the education and assist in the training of its students enrolled in courses at the University (hereinafter the "Field Experience Program" or the "Program"); and

WHEREAS, the City desires to provide such Field Experience Programs at Departments within the City (the "Site") and assist in the training of such students by hosting them as student interns (the "Student Interns") within the City.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term.** The term of this Agreement shall commence upon execution by the Mayor, and terminate on **December 31, 2027**, unless terminated earlier in accordance with the terms provided herein. The Agreement shall be reviewed every three (3) years, including during any exercised option periods.

    1.1. **First Option Period.** This Agreement may be renewed for an additional three (3) year successive term, terminating December 31, 2030, by mutual agreement of the Parties.

    1.2. **Second Option Period.** This Agreement may be renewed for an additional three (3) year successive term, terminating December 31, 2033, by mutual agreement of the Parties.

2. **Compensation.** Neither the University nor the City shall be responsible to compensate the other Party, or the Student Interns, for services rendered under this Agreement. The Parties further agree and understand the City is not responsible to compensate the Student Interns nor the University Supervisors or any employee of the University. This Agreement is a contractual

affiliation solely for the purpose of providing a Field Experience Program in the City of Waterbury in furtherance of the Student Intern's experience and education.

3. Responsibilities of the University.

3.1. The University shall designate a University Supervisor (the "University Supervisor") to facilitate administration of the Program. Student Interns will be assigned to a Site in consultation with the University Supervisor and City personnel. The University Supervisor shall visit each Site twice per semester or on a basis determined by mutual agreement of the Parties. The University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Interns. The University Supervisor may consult with City personnel with regard to the performance and evaluation of the Student Interns.

3.2. The University Supervisor, or her designee, not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 12 of this Agreement) of the number of Students available to be hosted by the City. The City shall determine the amount of Student Interns to be hosted at each Site (the "Placement").

3.2.1. The University shall convey to the City all information about the Student Intern candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications.

3.3. The University shall certify for participation in the Program only those Student Interns that are qualified for the degree program, or clinical as applicable, the Student Intern is enrolled at the University.

3.4. For Student Interns participating in a Placement with the Waterbury Health Department:

3.4.1 The University shall provide training to the Student Interns and instruct them to comply at all times with the City's policies pertaining to the Health Insurance Portability and Accessibility Act of 1996 ("HIPAA"), as amended, and the regulations promulgated thereunder. The University will instruct University Supervisors to comply with the City's confidentiality policies.

3.4.2 The University shall require Student Interns keep patient information strictly confidential. Student Interns shall not use confidential patient information for any purpose other than treatment or education. Student Interns shall comply with all applicable requirements of state and federal law for the protection of confidential patient information, including privacy regulations of HIPAA.

3.5. The University shall advise its Student Interns that they shall be required to follow any field education manual associated with the Student Intern's degree program at

the University. If applicable, a copy of such manual shall be provided to the City prior to commencement of a Placement.

3.6. The University will instruct its Student Interns to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the Program any Student Intern who fails to comply with applicable City rules and regulations. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Intern from any Placement, Site, and/or City property. The City will promptly notify the University in the event a Student Intern is so removed.

3.7. The University shall withdraw Student Interns from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that a Student Intern's continued participation in the Program is detrimental to the Student Intern, to any employee, to any student, or to any person or property in the City or the City's school system. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Intern from any Placement, Site, and/or City property. The City will promptly notify the University in the event a Student Intern is so removed.

3.8. The University shall advise its Student Interns that they will be expected to report to their designated Site as per their agreed upon schedules.

3.9. The University shall be responsible for the planning, implementation and execution of all aspects of a Student Intern's educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Interns and for consultation with the City and/or Site as necessary. University Supervisors shall be solely responsible for assigning final course grades to Student Interns.

3.11. The University will convey to the City information about the philosophy and objectives of the Program as well as information and forms to be completed by the City as may be necessary to enable the City to host the Student Interns.

3.12. The University shall ensure the communication of and compliance with all Student Intern responsibilities, including but not limited to the following:

3.12.1. Each Student Intern shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

3.12.2. In addition to the execution of any forms or waivers attached to this Agreement, each Student Intern shall also execute any and all documents required by the

Board of Education and/or Human Resources, including but not limited to, a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.

3.12.3. Each Student Intern shall comply with all applicable rules and regulations of the City.

3.12.4. Each Student Intern shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions.

4. Responsibilities of the City.

4.1. The City shall provide University Supervisors and Student Interns relevant information, including policies, procedures, and rules with which Student Interns must comply.

4.2. The City will notify a University Supervisor or his/her designee, whenever a Student Intern does not timely report to the designated Site.

4.3. The City shall provide suitable space connected with the Student Interns clinical or fieldwork instruction, as needed, and as available.

4.4. The Human Resource department, or other department as applicable, will provide orientation for the Student Interns for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Interns must comply.

5. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own confidential information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

5.1. Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and

expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

6. Use of City Property. University Supervisors and/or Student Interns shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of a University Supervisor's and/or a Student Intern's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

7. Insurance.

7.1. The University shall offer health insurance to the student to be considered as a potential Student Intern, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Program with the City. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Student Intern for review by the City.

7.2. The University or Student Intern shall not commence work under this Contract until all insurance required under this Section 7 or as otherwise approved by the City, has been obtained by the University or Student Intern and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

7.5. The following policies with stated limits shall be maintained by the University or the Student Intern as indicated below, in full force and effect, at all times during which the services are to be performed by the University or a Student Intern:

7.5.1 General Liability Insurance: $1,000,000.00 per Occurrence, $2,000,000.00 Aggregate, $2,000,000.00 Products/Completed Operations Aggregate
The University shall provide General Liability Insurance providing coverage to protect the City for all damages arising out of bodily injuries, property damage or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

7.5.2 Auto Liability: $1,000,000.00 combined single limit each Accident, Any Auto, All Owned and Hired Autos
The University shall provide Auto Liability Insurance providing coverage to the University, the City or Students(s) on any Auto and all Owned and Hired Autos.

7.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer Liability (EL): $1,000,000.00 EL Each Accident, $1,000,000.00 EL Disease Each Employee; $1,000,000.00 EL Disease Policy Limit.
The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University, the City and the Students(s).

7.5.4 Excess/Umbrella Liability: $1,000,000.00 each Occurrence and $1,000,000.00 Aggregate: The University shall provide Excess/Umbrella Liability Insurance providing coverage to the University, the City or Students(s).

7.5.5 Sexual Abuse/Molestation Liability Insurance: $1,000,000.00 each Occurrence, $1,000,000.00 Aggregate
The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving a Students or any University personnel (i.e., University Supervisor(s) and/or Faculty Advisor(s)) within the program.

7.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or a Student Intern fails to maintain the minimum required coverage as set forth herein.

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

7.8. Certificates of Insurance: The University or Student Intern's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Workers' Compensation. The insurance

afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Student Intern's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Student Intern executes this Contract, they shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and Board of Education are listed as Additional Insureds on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.**" The University or Student Intern must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reason unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

8. Indemnification. University agrees to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the University's and the Student Intern's obligations under this Agreement, by the negligent acts, errors or omissions of University, the Student Intern or anyone for whom the University is legally responsible.

9. Termination.

9.1. Termination. Either Party may terminate this Agreement at any time by giving sixty (60) days' written notice to the other Party.

9.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the University.

9.3. Termination for Non-Appropriation or Lack of Funding. The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

9.4. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

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

10. Student Interns and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Interns nor the University Supervisor will be considered employees or agents of the City, and that the relationship between the City and the Student Interns, and the University Supervisors and the City is that of an independent contractor and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

11. Accommodations for Persons with Disabilities. In the event that a Student Intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

12. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: Grand Canyon University
3300 W. Camelback Road
Phoenix, AZ 85017
Attn: CONHCP-OFE

To the City: City of Waterbury
c/o Department of Health
Chief Operating Officer
236 Grand Street
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, Connecticut 06702

13. This section intentionally left blank.

14. Contract Assignment. No right or duty, in whole or in part, of either Party under this Agreement may be assigned or delegated without the prior written consent of the other Party.

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

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

16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

17. Prohibition Against Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this

Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

20. Entire Agreement. This written Contract shall constitute the entire Agreement between the Parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

21. Force Majeure. Neither the University nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

21.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

21.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

21.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

21.4. strikes and labor disputes; and

21.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement.

22. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The signatories to this Agreement hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

22.1. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)

22.1.1 No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

22.1.2 No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

22.1.3 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

22.2. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The signatories to this Contract hereby represent that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

[Signature Page Follows]

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

WITNESS:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESS:

_____

_____

GRAND CANYON UNIVERSITY

By:_____

Its: _____

Date: _____

SCHEDULE A

WAIVER OF LIABILITY
AND
ACKNOWLEDGMENT OF NON-EMPLOYMENT

In consideration of the City of Waterbury ("City") granting me the privilege of participating in a Field Experience Program that includes observation and when appropriate, participation in some of the various functions of the Department at which I have been placed, I, _____, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid internship with the City and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said Field Experience Program or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at Grand Canyon University participating in a Field Experience Program within the City of Waterbury for the purpose of obtaining experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this ____ day of ____, 20_____.

_____ _____

Student Intern Signature Student Intern Printed Name

WITNESSES:

_____ _____

Print Name: Print Name:

_____

Print Name:

State of Connecticut:

: ss: Waterbury _____, _____, 20_____

County of New Haven:

On this _____ day of _____, 20____, before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Commissioner of Superior Court
Notary Public
My Commission Expires:

Contract/Amendment (Transactional) Information Sheet

[to be completed by the City Department for all contracts, amendments and/or grants]

Respond to all questions or indicate if N/A

Section 1 - General Information

1. Target Date for Submission to the Board of Aldermen: July 5th, 2024
2. Contractor's/ Funding Agency's Full Legal Name: Grand Canyon University
3. City Department and Department Employee Assigned To This Matter (Include Phone Number; i.e., -574-xxxx): Albana Lane & Nancy Bergmiller 203-574-6780 ext 4688
4. Brief Description of Contract, Amendment or Grant: Affiliation Agreement between Grand Canyon University & WHS for Field Experience Program.
5. Length of Time of Contract/Amendment/Grant _____ Multiyear ✓ Options _____
6. Total Contract Amount: 0 Amount/year (*if applicable*) N/A

Section 2 - Grant /Loan Funding Agreements (Agreement w/ State or Federal Agency to receive funds) – N/A

1. Is the purpose of this agreement solely to receive a State or Federal grant or loan? Yes No (Circle One)
   If Yes, sign and return form to Corporation Counsel with the relevant grant or loan agreement(s) and related documentation. If No, skip the rest of this box and go to Section 3.
2. Name of Grant: _____
3. Length of Time: _____
4. Is a local match required? Yes No (Circle One)
5. Amount of local match: _____

Any Grant/Loan requiring a match will require Board of Aldermen approval (in addition to any other required board approvals).

Section 3 - Procurement Process Information – N/A

1. Through which of the following processes was this contract initiated? (*Circle your answer*).
   - A. ITB
   - B. RFP
   - C. RFQ
   - D. Other, explain: (i.e., sole source per §38.026, or intergovernmental relations per §38.130): _____
   - E. Was the procurement as dictated/required by State or Federal government? Yes_____ No_____
     Explain. _____

2. If this agreement was *not* subject to the procurement process, please choose the reason from the following (*Circle your answer).*
   - A. Public emergency per City Ordinance §38.027
   - B. Existence of extraordinary condition or contingency per §38.028
   - C. Exempt professional services or specific services/agreements exempt from normal procurement under §§38.029(A)-(E), please state exemption: _____
   - D. Other. *Please state exemption and/or site ordinance section:* _____

3. If this agreement is an amendment to an existing contract, attach the appropriate letter from purchasing signifying compliance with § 38.073 of the procurement ordinance.

4. Attach corresponding letters/documentation from the Purchasing Department relative to questions 1, 2 and 3 of this Section 3.

_____	City General Fund
_____	City Bond Funds
_____	Capital Vehicle Replacement Fund
_____	Enterprise Fund (Water, Water Pollution Control)
_____	State Loan/Grant (Circle all that apply)
_____	Federal Loan/Grant (Circle all that apply)
_____	"Other" Grant
_____	**ESSER Funds**
_____	**ARPA Funds**

Grant/Fund Specifics:
Name of Fund: N/A

Grant Name: _____

Submitted by (Department Contact): Nancy Bergmiller + Albana Lame **Phone:** 203 574 6780 x4688 203-574 6780 x 7325

Date: 6/18/24

REQUIRED DOCUMENTATION FOR TRANSACTIONAL MATTERS

The City Department is responsible for securing and providing the following documents (as applicable) to the Legal Department. Please note, in order to begin work on any transactional matter, the documents in the first section below, "Required for preparation of the Contract," must be received by the Legal Department.

Required for preparation of the Contract – *Please attach with this form or provide as soon as possible*:

- ☑ Contract/Amendment Information Sheet (this document *completed*)
- ☐ Award Letter from Purchasing Department N/A
- ☐ Copy of solicitation (RFP, ITB, RFQ) documents and response N/A
- ☑ Project or Contract Certification form
- ☐ If not procured through competitive procurement process: Sole Source Letter - OR - Exempt From Bid Process Letter from the Purchasing Department. N/A
- ☐ If Amendment, Letter of Consistency from Purchasing Department with Scope of Procurement N/A
- ☑ Insurance & Bond Specifications Recommendation (if not included in solicitation documents)

Prior to submission to the Board of Aldermen/Execution:

- ☐ Disclosure & Certification Affidavit (*from Vendor*)
- ☐ Delinquent Tax Statement (*Send above Disclosure to tax dept.*)
- ☐ Encumbrance of Funds (current yr.)/Certification of Funds (following yrs.)
- ☐ Executive Summary
- ☐ Board of Education Approval (if applicable) or other required board approvals (i.e. WDC & City Plan)

Prior to the Approval of the Board of Aldermen/Execution:

- ☐ Certificate of Insurance ("COI") & Bonds, if applicable *(from vendor)*
- ☐ Finance Dept./Risk Management's Review of Insurance and Bonds
- ☐ Dept. Head's Ackn. of Review & Scope of Serv.
- ☐ Required Licenses or Certifications *(if applicable, from vendor)*
- ☐ Debarment Certification (Fed/State Funds) (*from vendor*)
- ☐ Annual Statement of Financial Interests (*from vendor*)
- ☐ Corporation/LLC Resolution *(from Vendor) *Must be signed and dated same day contract signed or after*
- ☐ Three Contracts Signed by Vendor

Prior to Signature by the Mayor: Any required documentation and Board approval (when applicable), must be received

CITY OF WATERBURY
PROJECT OR CONTRACT CERTIFICATION (INCLUDING ARPA/ESSER MONIES)

To: Director of Purchasing

Re: ITB/RFP Number: N/A

Project: Grand Canyon Univ. Affiliation Agreement

Cost of Project (Estimated): $ 0 Funding Source(s): N/A

Dollar Amounts of Funds Used:

Federal Funds: $ N/A State Funds: $ N/A

Local Funds: $ N/A ARPA/ESSER Funds*: $ N/A

Note: If ARPA/ESSER funds are used, please contact Angela Juliani for counsel assignment and Michael LeBlanc (City projects) or Doreen Biolo (BOE projects) must sign this form at the bottom.

Name of Assigned Counsel for ARPA/ESSER Projects: N/A

I hereby certify that I, AISLING McGuckin, Department Head, or Department Head designee, have reviewed the requirements of the above-mentioned project/contract and have determined that:

	Applies	Does Not Apply
Good Jobs Ordinance:	☐	☑
(in the event that this applies, a representative from the Northwest Regional Workforce Investment Board must sign this form. Send form to Catherine.Awwad@nrwib.org or Joe.Diorio@NRWIB.org)		
Section 3 – Housing and Urban Development Act:	☐	☑
(in the event that this applies, a representative from the Northwest Regional Workforce Investment Board must sign this form. Send form to Catherine.Awwad@nrwib.org or Joe.Diorio@NRWIB.org)		
C.G.S. § 4a-60g set-aside requirements (CHRO):	☐	☑
(in the event that this applies, the contract is a municipal Public Works contract that requires a State set-aside)		
C.G.S. § 4a-100 Construction Contractor Prequalification:	☐	☑
(in the event that this applies, the contractor must be prequalified with State of CT-DAS before bidding on projects over $500,000)		
State Prevailing Wages:	☐	☑
(Remodel of $100,000 or more or New Construction of $1 million or more, regardless of source of funds)		
Federal Prevailing Wages:	☐	☑
(Federal funding over $2,000, for HOME it applies when funding 12 or more units)		

Public Health — Aisling McGuckin RN, MSN-MPH

Department — Department Head/Designee Signature

06/14/24 — Aisling McGuckin RN, MSN-MPH

Date — Print Name

Northwest Regional Workforce Investment Board Executive Director/Designee Signature

Date — Print Name

ARPA/ESSER Signature: Michael LeBlanc(City projects) Doreen Biolo (BOE projects)

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT

Insurance Bid Specifications Review Request Form

Instructions: **Please complete the below sections on this word document and email back to Don LoRusso at insurancerequest@waterburyct.org Save the word file under a contract reference name and tracking number used within your department and attach to email.**

Requesting Department: **Waterbury Health Department**

Requesting Department Contact: **Aisling McGuckin amcguckin@waterburyct.org**

Detailed description of Work/Services to be Performed : **This request is for an Affiliation Agreement with Grand Canyon University for undergraduate and graduate students to conduct unpaid preceptorships and internships with Waterbury Health Department (WHD). Students will shadow nurses at Waterbury Health Department doing tuberculosis assessment, treatment and control at the clinic at 185 South Main St. (Jefferson Square) and during home visits in the community. Students may also shadow other members of the WHD team conducting outreach in the community among homeless individuals, residents whose homes are being investigated for housing violations and other sections of the department. They will travel to these locations with WHD staff in their own vehicles, city vehicles or staff personal vehicles. There is no monetary exchange, they will be shadowing staff and only re-iterating teaching delivered by WHD staff and will not design or construct anything.**

Environmental Services Included – If yes, describe: **None**

Medical Services Included – If yes, describe: **Medical services will not be provided by student interns. They may deliver communications that re-iterate the education provided by WHD staff. They will not handle confidential records.**

Hazardous Substances – If yes, describe: **They will not be exposed to any hazardous substances**

Will Use of Subcontractors be Permitted? **N/A**

Summarize any other Special Conditions: **If the opportunity to place students in the public schools becomes available and is applicable to a student from Grand Canyon University, WHD will submit a new Insurance Spec Request for a contract amendment.**

Estimated Cost: **$0**

Contract Term: Ongoing

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable: **We have never had an Affiliation Agreement with Grand Canyon University.**

Prepared on
6/17/2024 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Health
Contact Name: Aisling McGuckin amcguckin@waterburyct.org
Description of Project/Work/Services:
Grand Canyon University undergraduate and graduate students unpaid internship program

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-"VIII.
If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/ Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**



Abuse / Molestation Liability: **$1,000,000 each Occurrence**
$1,000.000 Aggregate
(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.

WATERBURY

REQUEST FOR ASSIGNMENT / LEGAL ASSISTANCE

TRANSACTIONAL MATTERS

TO: Angela R. Juliani, Interim Corporation Counsel, ajuliani@waterburyct.org

CC: Cherokee J. Dobrushkin, Transactional Paralegal, cdobrushkin@waterburyct.org

FROM: Aisling McGuckin **DEPT:** Waterbury Health Department **DATE:** 06/27/2024

TRANSMITTED BY: ■ EMAIL* ☐ FAX (203-574-8340) ☐ INTER-OFFICE MAIL ☐ HAND DELIVERY

For emailed requests, subject line and file attachment names should match and must clearly identify the matter (i.e., name of project / contract / grant, vendor, street, individual, etc.). Include "Urgent" when applicable. *PLEASE ALSO NOTE, ALL DOCUMENTS INDICATED BELOW MUST BE IN ONE EMAIL

DESCRIPTION OF REQUEST: (provide detailed information, name of vendor, duration, cost, what is being amended, grant, matching funds, forms with required signatures, etc.):
Requesting counsel for review of FY 25 Per Capita grant application from the Connecticut Department of Public Health and submission to Board of Aldermen for July 15 meeting. This is a non-competitive grant awarded to health districts and departments based on the per capita population. No match is required.

ALL SECTIONS MUST BE COMPLETED

1. CONTACT PERSON(S) FOR THIS REQUEST: Aisling McGuckin

PHONE # 203-574-6780 **EXT.** 7208 **EMAIL** amcguckin@waterburyct.org

2. TRANSACTIONAL MATTER TYPE (MUST CHECK ONE):

☐ Contract/MOU ☐ ITB, RFP, RFQ Review ☐ Amendment ■ Grant ☐ Option ☐ Real Estate

3. ALL REQUIRED FORMS AND INFORMATION LISTED BELOW MUST BE COMPLETE, SIGNED (WHEN APPLICABLE) AND SENT WITH THIS REQUEST IN ONE EMAIL/FAX:

Contract/MOU – Non-Solicitation

- ☐ Funds Requisition / Certification of Funds
- ☐ Contract / Amendment Information Sheet
- ☐ Sole Source Letter, or Exempt from Bid Process Letter
- ☐ Project / Contract Certification Form
- ☐ Insurance & Bond Specification Recommendations
- ☐ Complete & Detailed Scope of Services

ITB, RFP, RFQ Review & Sample Contract

- ☐ Assigned RFP/ITB Number
- ☐ Copy of Draft Solicitation Documents (RFP, ITB)
- ☐ Project / Contract Certification Form
- ☐ Insurance & Bond Specification Recommendations

Amendment

- ☐ Funds Requisition / Certification of Funds (if requesting additional funds)
- ☐ Contract / Amendment Information Sheet
- ☐ Letter of Consistency with Scope of Procurement

Grant

- ■ Grant Application & Supporting Documents
- ■ Department's Signed Notification of Grant Application Form
- ■ Budget Dept. Review / Approval Email
- ☐ A Certification of Funds (if matching funds are required)

4. IS THIS CONTRACT OR UNDERLINING CONTRACT ESSR OR ARPA FUNDED, EVEN PARTIALLY? (MUST CHECK ONE) ☐ YES ■ NO

5. IDENTIFY FUNDING SOURCE(S): DPH Per Capita Funds

6. A COMPLETE, DETAILED SCOPE OF SERVICES MUST BE ATTACHED (UNLESS INCLUDED IN SOLICITATION DOCUMENTS)

REVISED ON 6/12/2024



DEPARTMENT OF PUBLIC HEALTH
THE CITY OF WATERBURY
CONNECTICUT

EXECUTIVE SUMMARY

DATE: June 27, 2024

TO: Mayor Paul K. Pernerewski Jr.
City of Waterbury Board of Alderman

FROM: Aisling McGuckin, Waterbury Health Department

SUBJECT: **CTDPH Per Capita Funding Application**

The Waterbury Health Department (WHD) respectfully requests the Board of Aldermen's approval to submit the attached grant application to the CT Department of Public Health and to approve of the subsequent award and acceptance of the funds under this Grant. The application is for $219,655.23 in Per Capita funding. This is an annual, non-competitive, entitlement grant, administered by the State of Connecticut Department of Public Health. There is no funding match requirement from the City. The payment to the City will be disbursed upon approval of the application.

Application: CTDPH Per Capita grant
State Fiscal Year 2025
Per Capita Allocation: $219,655.23
Funding Period: July 1, 2024-June 30, 2025

Detail: Waterbury Health Department is scheduled to receive this annual CTDPH funding with the allocation calculated at $1.93 in Per Capita funding x a population of 113,811 residents in 2021.

Therefore, the WHD respectfully requests your approval of the submission of the application and the subsequent award and acceptance of Per Capita funding.

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: FY 25 Per Capita Grant Application from CT Dept of Public Health

Department: **Health**

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: Aisling McGuckin RN, MSN-MPH
Aisling McGuckin, RN, MSN-MPH, Director of Health

07/31/2024
Date

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

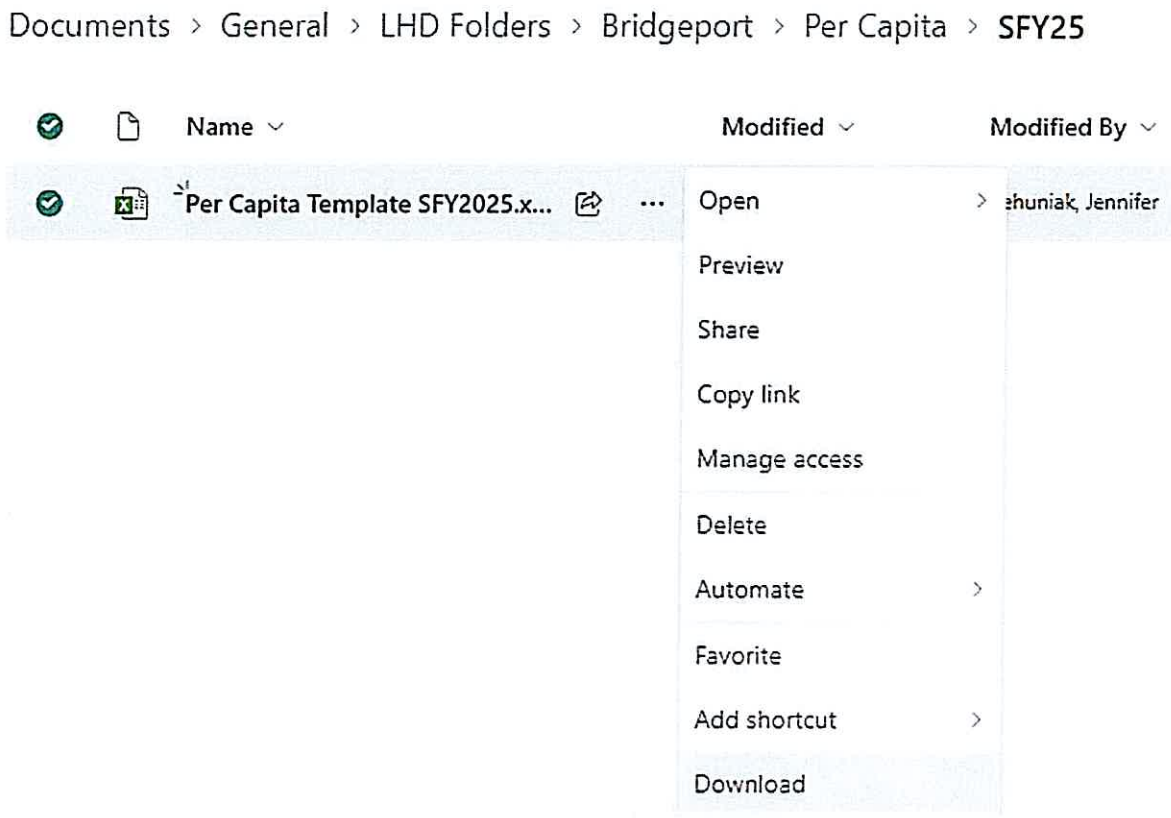
Manisha Juthani, MD
Commissioner

Ned Lamont
Governor
Susan Bysiewicz
Lt. Governor

Per Capita Application SFY 2025

1. Go to the MS Teams Directors of Health document Library on the MS Teams app or here.
   a. Select 'Files' at the top of the screen.
   b. Select 'LHD Folders'
   c. Find your department or district folder.
   d. Select the Per Capita folder.
   e. Select the SFY 2025 Folder.

   f. Select application template. Click the ellipsis and select download document and save your computer or internal shared drive.



2. Open the document on the desktop app. Some of the features do not work if opened in the browser version of excel.

6. The 'Checklist' tab has a list of each additional document that needs to be submitted alongside this spreadsheet. The first column has boxes to check once the documents are uploaded. To reduce resubmission of documents DPH has on file, you will see in the right column, there is a list of job descriptions for staff roles submitted with the SFY 2024, the start and end dates for the DoH employment agreement, and the year of the most recent annual report.

Please make sure the following items are uploaded along with this application:			
	Application Check List	**Documents DPH already has on file**	
☐	1. Organizational SFY 2024 Budget & Budget Narrative		
☑	2. Organizational Chart		
☑	3. Signed Invoice		
☐	5. Job descriptions for Per Capita funded staff Please add or update any new job descriptions	Director of Health Deputy Director of Health (2004) Sanitarian	
☐	6. Director of Health Employment Agreement (if applicable) Start and End dates	7/1/2020	6/30/2023
☐	7. Recent Annual Report	2021	

9. For any contract under Per Capita will be added to the 'Subcontractor' tab. Add subcontractor's name, address, and check off the box if they hold any designations.

Subcontractor name: ABC Printing				
Address: 400 Capitol Ave				
Hartford, CT 06106				Amount
☐ Woman Owned	☐ Minority Owned	☑ Veteran Owned	☐ LGBTQ+ Owned	

10. Select the budget type.

For contracts that are a fee for service or set amount of work for all services delivered, select the fee for service drop down option, add the set rate, and then add a '1' in the cell being pointed to and highlighted in the screenshot.

Select Budget Type from Drop Down -->	Fee for Service	Rate:	$ 5,000.00	Please Type 1 in next cell: -->	1.00	$ 5,000.00

For contracts with hourly rates, select Hourly rate, add the rate amount, and the total number of hours.

Select Budget Type from Drop Down -->	Hourly Rate	Rate:	$ 100.00	# of Hours	25.00	$ 2,500.00

Finish the subcontractor with adding a justification and any specific activities being performed.

Justification: Printing of great brochures about new food code, fish advisories, and COVID vax.
Subcontractor Activities:
1) Printing 5000 each f fish advisories, food code, COVID vax.
2)
3)

For office supplies being purchased, add items (smaller items can be grouped together) and a brief justification. In the cells to the right, add the cost per unit, and the quantity being purchased.

OFFICE SUPPLIES			
Office Supplies - All items			
Item Description & Justification	Unit Cost	Quantity	Total
HP Laptops for new staff	$ 2,200.00	3	$ 6,600.00

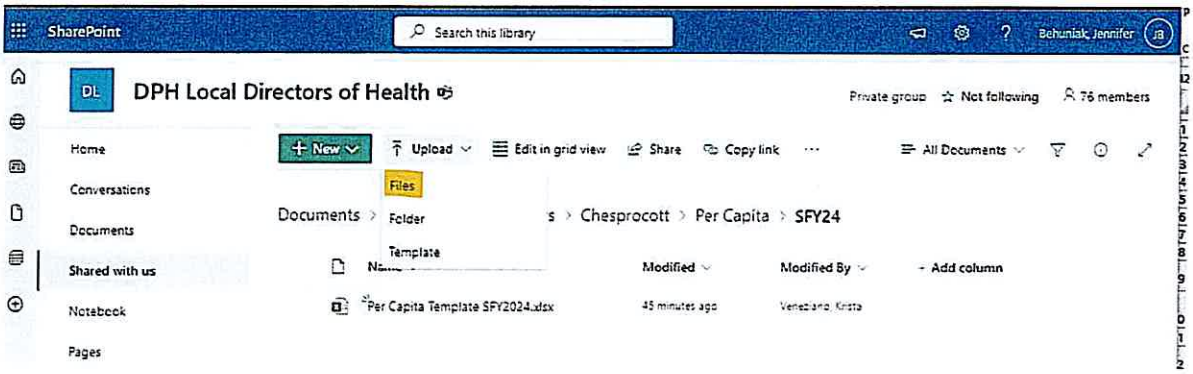
b. The organizational financial officer
c. The Chief Elected official OR the Board of Health Chairman (Districts)

☐	Director of Health Signature	Jessica Kristy, MPH Director of Health Director of Health	Date
☐	Financial Officer's Signature	Name and Title	Date
☐	Chief Elected Official (Municipalities) OR Board of Director's Chairman (Districts) Signature	Name and Title	Date

CONTRACTOR CERTIFICATION: With checking the box and electronic signiture, we certify that funds have been committed and/or allocated via an official accounting system of records, consistently applied and maintained, for approved purposes in accordance with applicable contract terms and conditions and for the expenses and activities represented herein.

☐ DPH Per Capita Manager Signature	Name and Title	Date

14. Once the document has been digitally signed, it needs to uploaded back to the MS Teams Directors of Health document Library (found here).
Select 'Upload' and 'Files' then select the finalized document from your computer or shared drive.



The newly uploaded document should appear here.



15. Use this same process to upload all other required documents listed on the 'Check List' tab in the application spreadsheet.

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner

Ned Lamont
Governor

Susan Bysiewicz
Lt. Governor

Office of Local Health Administration

June 18, 2024

Aisling McGuckin, RN, MSN-MPH, CCE-BC, Director of Health
Waterbury Health Department
1 Jefferson Square
Waterbury,CT6706
Re: Per Capita Grant in Aid Funding Application for State Fiscal Year (SFY) 2025

Dear Aisling McGuckin,

The Per Capita Grant in Aid Funding Application for SFY 2025 (July 1, 2024 – June 30, 2025) and the SFY 2025 Per Capita Allocation Plan are now available for review on the DPH Directors of Health team.

Per capita funding is provided to support direct services to your community; a Basic Health Program outlined in CGS 19a-207a which is based on the CDC's 10 essential public health services. We ask that you provide a **detailed budget and justification** for each budget line item and the corresponding essential service(s) being supported. Budget justifications must include a breakdown of costs as appropriate.

In addition, we are pleased to inform you that the SFY 2025 State of Connecticut appropriated budget for the Department of Public Health reflects $1.93 in per capita funding for Full Time Departments. The Waterbury Health Department has been allocated $219,655.23. Please complete the per capita application and return all required submittals by August 29, 2024.

All applications must be reviewed and approved by the Department of Public Health prior to payment. If you have any questions, please feel free to contact OLHA at OLHA.DPH@DPH.gov 860.509.7660.

Sincerely,

Carmen Chaparro, MS
Section Chief, Office of Local Health Administration

CC: Lisa Morrissey, Deputy Commissioner

CONNECTICUT
Public Health

Phone: (860) 509-7660 • Fax: (860) 509-7160
Telecommunications Relay Service 7-1-1
410 Capitol Avenue, P.O. Box 340308, MS#13LOC
Hartford, Connecticut 06134-0308
www.ct.gov/dph
Affirmative Action/Equal Opportunity Employer

ACCREDITED HEALTH DEPARTMENT
PHAB
Advancing public health performance
PUBLIC HEALTH ACCREDITATION BOARD

WATERBURY

Notification of Grant Application

To: Sarah Geary (sgeary@waterburyct.org), Joe Geary (jgeary@waterburyct.org), Mike LeBlanc (mleblanc@waterburyct.org) & Jessica Reho (jkreho@waterburyct.org)

From (Department): Aisling McGuckin **Date:** 06/27/24

Contact Person for this request: Aisling McGuckin / Rosh Maghfour

Phone/Extension: 7208 (Aisling) **Email:** amcguckin@waterburyct.org

Application Information

Funding Source: ☐ Federal ■ State ☐ Nonprofit ☐ Other **Application Deadline:** 08/29/24

Funding Agency Name: Connecticut Department of Public Health

Grant Title: Connecticut Per Capita Funding

Amount Requested: Non-competitive **Match Requirement:** ☐ YES (%): _____ ■ NO

Project Title: Waterbury Per Capita

Project Description (attach additional page if needed):

Waterbury Health Department receives a Per Capita grant annually from the CT Department of Public Health. This is a non-competitive grant provided to support direct services to the community; a Basic Health Program outlined in CGS 19a-207a which is based on the CDC's 10 essential public health services. SFY 2025 State of Connecticut appropriated budget for the Department of Public Health reflects $1.93 in per capita funding for Full Time Departments. The Waterbury Health Department has been allocated $219,655.23. The application is due by August 29, 2024. No match is required by the city for this grant. This grant will be used to support the salaries of the Accounting Assistant, a portion of the Emergency Preparedness and Response Coordinator and a portion of the Health Educator.

Any previous investments in/near this project? We receive these funds annually and the leftover funds from FY 24 will be carried over to FY 25 once the fiscal year closes.

Is any specific data needed to complete this application? If yes, give a brief description below:

Only the budget and budget narrative are submitted.

Website for grant application: _____

Department Head Name & Signature: Aisling McGuckin RN, MSW-PA **Date:** 06/27/24

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Manisha Juthani, MD
Commissioner

Ned Lamont
Governor

Susan Bysiewicz
Lt. Governor

Please select your Department or District:

Waterbury Health Department		<---Select here
1 Jefferson Square		
Waterbury CT, 06706		
SFY 2025 Allocation	$219,655.23	
Population Estimate (2021)	113,811	

Click here for DPH provided support documents for SFY 2025 Per Capita application

The Health Department shall use per capita funding that directly relates to the overall public health programs required of each local health department/district as defined in C.G.S. Section 19a-207a.

Allowed services include:

(1) Monitoring of health status to identify and solve community health problems
(2) Investigating and diagnosing health problems and health hazards in the community
(3) Informing, educating, and empowering persons in the community concerning health issues
(4) Mobilizing community partnerships and action to identify and solve health problems for persons in the community
(5) Developing policies and plans that support individual and community health efforts
(6) Enforcing laws and regulations that protect health and ensure safety
(7) Connecting persons in the community to needed health care services when appropriate
(8) Assuring a competent public health and personal care workforce

(9) Evaluating effectiveness, accessibility and quality of personal and population-based health services
(10) Researching to find innovative solutions to health problems

Disallowed services/costs include:

a. Conferences/conventions/staff continuing education, membership dues
b. Municipal reports
c. Clothing
d. Uniforms
e. Capital/remodeling or improvement of facilities
f. Salary for staff on educational leave
g. Employee Assistance Programs
h. Automobiles
i. Real Estate

Budget Summary		
Health Department or District:		
Waterbury Health Department		
$219,655.23		
July 1, 2024 - June 30, 2025		
Spending Category		Amount
Personnel	$	169,981.53
Salary	$	110,802.12
Fringe Benefits	$	59,179.41
Contractual	$	14,652.25
Office Supplies	$	4,601.45
Other	$	30,420.00
Balance to zero	$	(0.00)
SFY 2025 Total	$	219,655.23

Carryover from SFY 2024:	

Richard C. Lee
Name of Registed Sanitarian

817
Sanitarian License Number

10/31/2024
Licesnse Expiration Date

☐

Director of Health Signature

Aisling McGuckin, RN, MSN-MPH, CCE-BC Director of Health
Title

Date

☐

Financial Officer Signature

Mike LeBlanc, Director of Fianace
Title

Date

☐

Chief Elected Official (Municipalities) OR
Board of Directors Chairman (Districts) Signiture

Paul K. Pernerewski, Jr.
Title

Date

CONTRACTOR CERTIFICATION: With checking the box and electronic signiture, we certify that funds have been committed and/or allocated via an official accounting system of records, consistently applied and maintained, for approved purposes in accordance with applicable contract terms and conditions and for the expenses and activities represented herein.

☐

DPH Per Capita Manager Signature

Title

Date

Please make sure the following items are uploaded along with this application:			
Application Check List		**Documents DPH already has on file**	
☑	1. Organizational SFY 2025 Budget		
☑	2. Organizational Chart		
☑	3. Signed Invoice		
☐	5. Job descriptions for Per Capita funded staff Please add or update any new job descriptions	Grants Coordinator (2022) Lead Inspector/ Case Manager Accountant Assistant Public Health Nurse (2011) Public Health Intern Health Educator Preparedness Coordinator	
☐	6. Director of Health Employment Agreement (if applicable) Start and End dates	6/1/2021	5/31/2025
☐	7. Recent Annual Report	2022	
	For Districts only:		
☐	8. 'Board of Health' Tab completed		
☐	9. Copies of municipality first quarter contributions		
☐	10. Schedule of Board Meetings SFY 2025		
☐	11. Public hearing notice & meeting minutes SFY2025 budget		

Inclusive lis
needed for

t of the documents
the application.

2025 Per Capita Rate for Municipailies	Are all District services provided to each member town?	
$	☐ Yes ☐ No	If no, please explain:

Municipality	Name of Board Members	Email and Telephone Number of Board Chair and Co-Chair	Town Per Capita Contribution $
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
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			$ -

Complete UNSHADED cells only. Grey shaded cells will self-populate*

PERSONNEL

Salary and Wages

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name: Caroline Rivera						
Title: Accounting Assistant	35	52	30.00	$ 54,600.00	53.41%	$ 29,161.86

Position Justification: Accounting Assistant to work with Accountant to manage department's bookkeeping responsibilities

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name: Romelda Barhani						
Title: Health Educator	14	52	34.62	$ 25,203.36	53.41%	$ 13,461.11

Position Justification: To promote health education throughout the Waterbury community

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:Sheena Pinnock						
Title: Emergency Management Coordinator	15.5	52	38.46	$ 30,998.76	53.41%	$ 16,556.44

Position Justification: To coordinate prepardness activities to ready the health district response to public health emergencies

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:				$ -		$ -

Please add all supporting individual staff here with hours, hourly rate, and total weeks, along with fringe rate per year.

Provide a justification of staff activities and the program(s) supported for each position.

Position Justification:

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name: Title:				$ -		$ -

Position Justification:

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name: Title:				$ -		$ -

Position Justification:

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name: Title:				$ -		$ -

Position Justification:

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name: Title:				$ -		$ -

Position Justification:		
	Salary TOTAL	$ 110,802
	Fringe Benefit TOTAL	$ 59,179
	Personnel TOTAL	$ 169,982

Complete UNSHADED cells only. Grey shaded cells will self-populate*

CONTRACTUAL

Subcontractor name: The Nurse Network

Address: 653 Main Street, Plantsville, CT 06479

						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type from Drop Down -->	Fee for Service	Rate:	$ 14,652.25	Please Type 1 in next cell: -->	1.00	$ 14,652.25
Justification: Provides temporary nursing services to fill vacant school nurse positions at various schools within the City of Waterbury						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ 14,652.25

Subcontractor name:

Address:

						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From dropdown -->	Hourly Rate	Rate:		# of Hours		$ -
Justification:						
Subcontractor Activities:						
1)						
2)						

Please add any organization or consultant that will have a formal contract for services.

Provide a justification for services, name & address of consultant/ agency, rate of pay and/or funding detail for the services, and what activities are being provided.

3)							
						Total	$ -
Subcontractor name:							
Address:							
							Amount
☐ Woman Owned	☐ Minority Owned		☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From dropdown -->	Hourly Rate	Rate:		# of Hours			$ -
Justification:							
Subcontractor Activities:							
1)							
2)							
3)							
						Total	$ -
Subcontractor name:							
Address:							
							Amount
☐ Woman Owned	☐ Minority Owned		☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From dropdown -->	Fee for Service	Rate:		Please Type 1 in next cell: -->			$ -
Justification:							
Subcontractor Activities:							
1)							
2)							
3)							
						Total	$ -
Subcontractor name:							
Address:							
							Amount

☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From dropdown -->	Fee for Service	Rate:		Please Type 1 in next cell: -->		$ -
Justification:						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -
Subcontractor name:						
Address:						
						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From dropdown -->	Hourly Rate	Rate:		Please Type 1 in next cell: -->		$ -
Justification:						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -
Subcontractor name:						
Address:						
						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From dropdown -->	Fee for Service	Rate:		Please Type 1 in next cell: -->		$ -
Justification:						
Subcontractor Activities:						

1)	
2)	
3)	
Total	$ -
Grand Total	$ 14,652.25

Complete UNSHADED cells only. Shaded cells will self-populate.

OFFICE SUPPLIES

Office Supplies - All items

Item Description & Justification	Unit Cost	Quantity	Total
toner HEWCF258X	$ 229.34	3	$ 688.02
toner CF258A	$ 121.76	2	$ 243.52
toner HEWCF226AD1	$ 262.34	2	$ 524.68
toner HEWCF410AQ	$ 467.27	3	$ 1,401.81
toner CF226XD	$ 449.45	2	$ 898.90
copy paper	$ 31.34	20	$ 626.80
interoffice envelopes	$ 54.43	4	$ 217.72
			$ -
	$ -		$ -
		Total Office Supplies:	**$ 4,601.45**

Justification:

Please add all supply items here. Any individual item less than $5,000 is a supply, not equipment.

OTHER			
Rental	Unit Cost	Quantity	Total
Storage rental- Document storage	$ 330.00	12	$ 3,960.00
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
Category Total:			**$ 3,960.00**

Justification: Storage Rental to Store documents

OTHER			
Communication	Unit Cost	Quantity	Total
3rd year licensing for alert notification messaging system public health pre	$ 330.00	12	$ 3,960.00
Monthly charges for cell phones for Health Director, Assistant Health Direc	$ 1,150.00	12	$ 13,800.00
Translation services	$ 200.00	12	$ 2,400.00
	$ -		$ -
	$ -		$ -
Category Total:			**$ 20,160.00**

Justification:

Please add any additional items that do not fit under any other category here. Define the category and add all applicable items. This includes services purchased without a contract.

OTHER			
Advertising	Unit Cost	Quantity	Total
Advertising for hiring of grant staff on Indeed, LinkedIn, etc.	$ 400.00	12	$ 4,800.00
Social media ads	$ 125.00	12	$ 1,500.00
			$ -
			$ -
	$ -		$ -
Category Total:			**$ 6,300.00**
Justification:			

OTHER			
[Add Category Here]	Unit Cost	Quantity	Total
			$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
Category Total:			**$ -**
Justification:			

OTHER TOTAL	**$**	**30,420.00**

INSTRUCTIONS FOR HEALTH DEPART
REQUESTING AND SUBMITTING BUDGE
PER CAPITA GRANTS II

The health department/district agrees to expend funds in accordance with the approved budget proposal p item by more than 20%, or a new line item/activity is being added, must be approved by the department.

The following process shall be utilized by all health departments/districts when requesting a budget revisic

1. The health department/district shall submit the proposed changes and written justifications to OLHA.DP
2. The following information is required when submitting a budget revision request:
   a. Fill out all tabs on this document marked 'revised' outlining funding changes and justification. The initi
   b. A revised position schedule for any adjustments to salary and fringe
   c. A job descritpion must be submitted for any new roles added to the budget
   d. Subcontractor detail for any new and/or revised subcontractor information
3. Upon approval of the budget revision request, a copy of the approved signed budget revision will be ema
4. Health departments/districts final expenditure reports must reflect the latest approved budget revision r

Please note: Budget revision requests must be received by DPH no later than **May 9, 2025.**

Budget Line Items	Approved Amounts	Change (+ or -)	Revised Budget Line Amount
Personnel Total	$ 169,981.53	$ (169,981.53)	$ -
Salary	$ 110,802.12	$ (110,802.12)	$ -
Fringe Benefits	$ 59,179.41	$ (59,179.41)	$ -
Contractual	$ 14,652.25	$ (14,652.25)	$ -
Supplies	$ 4,601.45	$ (4,601.45)	$ -
Other	$ 30,420.00	$ (30,420.00)	$ -
Total	$ 219,655.23	$ (219,655.23)	$ -

☐

Director of Health Signature

☐

Fiscal Officer Signiture

CONTRACTOR CERTIFICATION: With checking the box and electronic signiture, we c
accounting system of records, consistently applied and maintained, for approved purpose
expenses and activities repres

DPH Approval:

☐

DPH OLHA Staff Signiture

ΓMENTS/DISTRICTS
T REVISION REQUESTS
N AID

›rovided in the current per capita application. Any expenditures that exceed a budget line

›n:

'H@ct.gov.

al, approved budget is prefilled in the tabs and can be overwritten

ailed to you and uploaded to DoH Teams site.
·equest on file with the department.

Detailed Justification

Aisling McGuckin, RN, MSN-MPH, CCE-BC Director of Health

Date

Title

Date

ertify that funds have been committed and/or allocated via an official s in accordance with applicable contract terms and conditions and for the ented herein.

Title

Date

Complete UNSHADED cells only. Grey shaded cells will self-populate*

PERSONNEL

Salary and Wages

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:				$ -		$ -

Position Justification: Accounting Assistant to work with Accountant to manage department's bookkeeping responsibilities

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:				$ -		$ -

Position Justification: To promote health education throughout the Waterbury community

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:				$ -		$ -

Position Justification: To coordinate prepardness activities to ready the health district response to public health emergencies

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:	0	0	0	$ -	0.00%	$ -

Position Justification:

Please add all supporting individual staff here with hours, hourly rate, and total weeks, along with fringe rate per year.

Provide a justification of staff activities and the program(s) supported for each position.

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:	0	0	0	$ -	0.00%	$ -
Position Justification:						

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:	0	0	0	$ -	0.00%	$ -
Position Justification:						

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:	0	0	0	$ -	0.00%	$ -
Position Justification:						

	hrs./wk.	wks./yr.	Hourly rate	Total salary charged	Fringe benefit rate (.xx)	Total fringe benefits
Name:						
Title:	0	0	0	$ -	0.00%	$ -
Position Justification:						

Salary TOTAL	$ -
Fringe Benefit TOTAL	$ -
Personnel TOTAL	$ -

Complete UNSHADED cells only. Grey shaded cells will self-populate*						
CONTRACTUAL						
Subcontractor name: The Nurse Network						
Address: 653 Main Street, Plantsville, CT 06479						
0						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From the dropdown -->	Hourly Rate	Rate:		# of Hours	1.00	$ -
Justification: Provides temporary nursing services to fill vacant school nurse positions at various schools within the City of Waterbury						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -
Subcontractor name:						
Address:						
						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From the dropdown -->	Fee for Service	Rate:	$ -	Please type 1 in the next cell: -->	0.00	$ -
Justification:						
Subcontractor Activities:						
1)						
2)						

Please add any organization or consultant that will have a formal contract for services.

Provide a justification for services, name & address of consultant/ agency, rate of pay and/or funding detail for the services, and what activities are being provided.

3)						
					Total	$ -
Subcontractor name:						
Address:						
0						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From the dropdown -->	Fee for Service	Rate:	$ -	Please type 1 in the next cell: -->	0.00	$ -
Justification:						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -
Subcontractor name:						
Address:						
0						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From the dropdown -->	Fee for Service	Rate:	$ -	Please type 1 in the next cell: -->	0.00	$ -
Justification:						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -
Subcontractor name:						
Address:						
0						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		

Select Budget Type: From the dropdown -->	Fee for Service	Rate:	$ -	Please type 1 in the next cell: -->	0.00	$ -
Justification:						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -
Subcontractor name:						
Address:						
0						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From the dropdown -->	Fee for Service	Rate:	$ -	Please type 1 in the next cell: -->	0.00	$ -
Justification:						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -
Subcontractor name:						
Address:						
0						Amount
☐ Woman Owned	☐ Minority Owned	☐ Veteran Owned		☐ LGBTQ+ Owned		
Select Budget Type: From the dropdown -->	Fee for Service	Rate:	$ -	Please type 1 in the next cell: -->	0.00	$ -
Justification:						
Subcontractor Activities:						
1)						
2)						
3)						
					Total	$ -

Grand Total	$ -

Complete UNSHADED cells only. Shaded cells will self-populate.

SUPPLIES

Office Supplies - All items

Item Description & Justification	Unit Cost	Quantity	Total
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
	$ -		$ -
		Total Office Supplies:	**$ -**

Justification:

Please add all supply items here. Any individual item less than $5,000 is a supply, not equipment.

Other			
Rental	Unit Cost	Quantity	Total
Storage rental- Document storage			$ -
0			$ -
0			$ -
0			$ -
0			$ -
		Category Total:	**$ -**
Justification: Storage Rental to Store documents			

Other			
Communication	Unit Cost	Quantity	Total
			$ -
			$ -
			$ -
			$ -
			$ -
		Category Total:	**$ -**
Justification:			

Other			
Advertising	Unit Cost	Quantity	Total
			$ -
			$ -
			$ -

Please add any additional items that do not fit under any other category here. Define the category and add all applicable items. This includes services purchased without a contract.

			$ -
			$ -
		Category Total:	**$ -**
Justification:			
Other			
[Add Category Here]	Unit Cost	Quantity	Total
			$ -
			$ -
			$ -
			$ -
			$ -
		Category Total:	**$ -**
Justification:			
		OTHER TOTAL	**$ -**

WATERBURY

REQUEST FOR ASSIGNMENT / LEGAL ASSISTANCE

TRANSACTIONAL MATTERS

TO: Angela R. Juliani, Interim Corporation Counsel, ajuliani@waterburyct.org

CC: Cherokee J. Dobrushkin, Transactional Paralegal, cdobrushkin@waterburyct.org

FROM: Aisling McGuckin/Samuel Bowens **DEPT:** Health Department **DATE:** 6/27/2024

TRANSMITTED BY: ■ **EMAIL*** ☐ **FAX (203-574-8340)** ☐ **INTER-OFFICE MAIL** ☐ **HAND DELIVERY**

For emailed requests, subject line and file attachment names should match and must clearly identify the matter (i.e., name of project / contract / grant, vendor, street, individual, etc.). Include "Urgent" when applicable. *PLEASE ALSO NOTE, ALL DOCUMENTS INDICATED BELOW MUST BE IN ONE EMAIL

DESCRIPTION OF REQUEST: (provide detailed information, name of vendor, duration, cost, what is being amended, grant, matching funds, forms with required signatures, etc.):
MOU between StayWell Health Center - Community Care Team and the City of Waterbury Health Department. This MOU codifies the collaborative relationship between the two entitites to send and receive referrals for services each entity provides.

ALL SECTIONS MUST BE COMPLETED

1. CONTACT PERSON(S) FOR THIS REQUEST: Nancy Bergmiller

PHONE # 203 574- 6780 **EXT.** 4688 **EMAIL** nbergmiller@waterburyct.org

2. TRANSACTIONAL MATTER TYPE (MUST CHECK ONE):

■ **Contract/MOU** ☐ **ITB, RFP, RFQ Review** ☐ **Amendment** ☐ **Grant** ☐ **Option** ☐ **Real Estate**

3. ALL REQUIRED FORMS AND INFORMATION LISTED BELOW MUST BE COMPLETE, SIGNED (WHEN APPLICABLE) AND SENT WITH THIS REQUEST IN ONE EMAIL/FAX:

Contract/MOU – Non-Solicitation

- ☐ Funds Requisition / Certification of Funds — N/A
- ■ Contract / Amendment Information Sheet
- ☐ Sole Source Letter, or Exempt from Bid Process Letter — N/A
- ☐ Project / Contract Certification Form — N/A
- ☐ Insurance & Bond Specification Recommendations — N/A
- ■ Complete & Detailed Scope of Services

ITB, RFP, RFQ Review & Sample Contract

- ☐ Assigned RFP/ITB Number
- ☐ Copy of Draft Solicitation Documents (RFP, ITB)
- ☐ Project / Contract Certification Form
- ☐ Insurance & Bond Specification Recommendations

Amendment

- ☐ Funds Requisition / Certification of Funds (if requesting additional funds)
- ☐ Contract / Amendment Information Sheet
- ☐ Letter of Consistency with Scope of Procurement

Grant

- ☐ Grant Application & Supporting Documents
- ☐ Department's Signed Notification of Grant Application Form
- ☐ Budget Dept. Review / Approval Email
- ☐ A Certification of Funds (if matching funds are required)

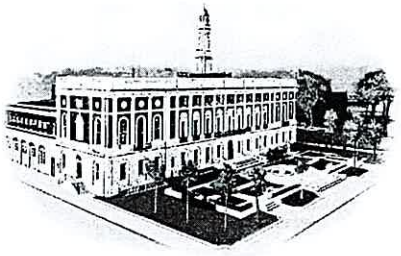
4. IS THIS CONTRACT OR UNDERLINING CONTRACT ESSR OR ARPA FUNDED, EVEN PARTIALLY? (MUST CHECK ONE) ☐ **YES** ■ **NO**

5. IDENTIFY FUNDING SOURCE(S): N/A

6. A COMPLETE, DETAILED SCOPE OF SERVICES MUST BE ATTACHED (UNLESS INCLUDED IN SOLICITATION DOCUMENTS)

REVISED ON 6/12/2024

THE CITY OF WATERBURY



DEPARTMENT OF PUBLIC HEALTH
EXECUTIVE SUMMARY

To: Mayor Paul Pernerewski
City of Waterbury Board of Aldermen

From: Aisling McGuckin, RN, MSN-MPH
Director of Public Health

Date: July 31, 2024

Re: Memorandum of Understanding (MOU) between StayWell Health Center Community Care Team and the Waterbury Health Department

The Waterbury Department of Public Health (WHD) respectfully requests approval of an MOU with StayWell Health Center's Community Care Team to receive and submit referrals to the Waterbury Health Department.

Background:
The Waterbury Health Department supports the intent of the StayWell Community Care Team (CCT) to perform intensive case management services to patients in each of the City's emergency rooms (ER) who are at high risk of recidivism to the ER because of multiple comorbid conditions. This MOU will allow Waterbury Health Department to make and receive referrals for individuals managed by the CCT, a program to decrease ER utilization by individuals with complex co-morbidities who use the ER as their source of primary and mental health care services. There is no cost to the City associated with entering into this MOU with StayWell's CCT.

Attached Contract:
Please see attached MOU.

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: MOU with Staywell Health Center – Community Care Team and the City of Waterbury Health Department
Department: **Health**

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: Aisling McGuckin RN, MSN-MPH
Aisling McGuckin, RN, MSN-MPH, Director of Health

6/27/24
Date

Contract/Amendment (Transactional) Information Sheet

[to be completed by the City Department for all contracts, amendments and/or grants]

Respond to all questions or indicate if N/A

Section 1 - General Information

1. Target Date for Submission to the Board of Aldermen: July 5, 2024

2. Contractor's/ Funding Agency's Full Legal Name: StayWell Health Center

3. City Department and Department Employee Assigned To This Matter (Include Phone Number; i.e., -574-xxxx):
Samuel Bowens (203) 574-6883 Ext. 7211 Nancy Bergmiller (203) 574-6780 Ext. 4688

4. Brief Description of Contract, Amendment or Grant: MOU between StayWell Health Center Community Care Team and the City of Waterbury Health Department.

5. Length of Time of Contract/Amendment/Grant One Year Multiyear _____ Options _____

6. Total Contract Amount: N/A Amount/year (*if applicable*) N/A

Section 2 - Grant /Loan Funding Agreements (Agreement w/ State or Federal Agency to receive funds) N/A

1. Is the purpose of this agreement solely to receive a State or Federal grant or loan? Yes No (Circle One)
   If Yes, sign and return form to Corporation Counsel with the relevant grant or loan agreement(s) and related documentation. If No, skip the rest of this box and go to Section 3.
2. Name of Grant: _____
3. Length of Time: _____
4. Is a local match required? Yes No (Circle One)
5. Amount of local match: _____

Any Grant/Loan requiring a match will require Board of Aldermen approval (in addition to any other required board approvals).

Section 3 - Procurement Process Information N/A

1. Through which of the following processes was this contract initiated? (*Circle your answer*).
   - A. ITB
   - B. RFP
   - C. RFQ
   - D. Other, explain: (i.e., sole source per §38.026, or intergovernmental relations per §38.130): _____
   - E. Was the procurement as dictated/required by State or Federal government? Yes_____ No_____
     Explain. _____

2. If this agreement was *not* subject to the procurement process, please choose the reason from the following (*Circle your answer).*
   - A. Public emergency per City Ordinance §38.027
   - B. Existence of extraordinary condition or contingency per §38.028
   - C. Exempt professional services or specific services/agreements exempt from normal procurement under §§38.029(A)-(E), please state exemption: _____
   - D. Other. *Please state exemption and/or site ordinance section:* _____

3. If this agreement is an amendment to an existing contract, attach the appropriate letter from purchasing signifying compliance with § 38.073 of the procurement ordinance.

4. Attach corresponding letters/documentation from the Purchasing Department relative to questions 1, 2 and 3 of this Section 3.

_____	City General Fund
_____	City Bond Funds
_____	Capital Vehicle Replacement Fund
_____	Enterprise Fund (Water, Water Pollution Control)
_____	State Loan/Grant (Circle all that apply)
_____	Federal Loan/Grant (Circle all that apply)
_____	"Other" Grant
_____	**ESSER Funds**
_____	**ARPA Funds**

Grant/Fund Specifics:
Name of Fund: N/A

Grant Name: _____

Submitted by (Department Contact): Samuel Bowen **Phone:** (203) 574-6883 Ext. 7211

Date: 6/27/2024

REQUIRED DOCUMENTATION FOR TRANSACTIONAL MATTERS

The City Department is responsible for securing and providing the following documents (as applicable) to the Legal Department. Please note, in order to begin work on any transactional matter, the documents in the first section below, "Required for preparation of the Contract," must be received by the Legal Department.

Required for preparation of the Contract – *Please attach with this form or provide as soon as possible:*

- ☐ Contract/Amendment Information Sheet (this document *completed*)
- ☐ Award Letter from Purchasing Department N/A
- ☐ Copy of solicitation (RFP, ITB, RFQ) documents and response N/A
- ☐ Project or Contract Certification form N/A
- ☐ If not procured through competitive procurement process: Sole Source Letter - OR - Exempt From Bid Process Letter from the Purchasing Department. N/A
- ☐ If Amendment, Letter of Consistency from Purchasing Department with Scope of Procurement N/A
- ☐ Insurance & Bond Specifications Recommendation (if not included in solicitation documents) N/A

Prior to submission to the Board of Aldermen/Execution:

- ☐ Disclosure & Certification Affidavit (*from Vendor*)
- ☐ Delinquent Tax Statement (*Send above Disclosure to tax dept.*)
- ☐ Encumbrance of Funds (current yr.)/Certification of Funds (following yrs.)
- ☐ Executive Summary
- ☐ Board of Education Approval (if applicable) or other required board approvals (i.e. WDC & City Plan)

Prior to the Approval of the Board of Aldermen/Execution:

- ☐ Certificate of Insurance ("COI") & Bonds, if applicable *(from vendor)*
- ☐ Finance Dept./Risk Management's Review of Insurance and Bonds
- ☐ Dept. Head's Ackn. of Review & Scope of Serv.
- ☐ Required Licenses or Certifications *(if applicable, from vendor)*
- ☐ Debarment Certification (Fed/State Funds) (*from vendor*)
- ☐ Annual Statement of Financial Interests (*from vendor*)
- ☐ Corporation/LLC Resolution *(from Vendor) *Must be signed and dated same day contract signed or after*
- ☐ Three Contracts Signed by Vendor

Prior to Signature by the Mayor: Any required documentation and Board approval (when applicable), must be received

Memorandum of Understanding between:
StayWell Health Center, Inc.
CCT Partner Organizations

This Memorandum of Understanding (MOU) sets forth our understanding with respect to the operations of the Waterbury Community Care Team (CCT) among StayWell Health Center, Inc. and community-based organizations. We have come together in recognition of the reality that the separation and disconnection of clinical health services and community health resources have limited the effectiveness of our efforts to improve the health status of our community. We also assume that better care, a population focus, and intensive care coordination informed by data will result in health improvement in the population served, enhanced quality of care, patient health equity and lower costs. To this end, we, as separate organizations, set out to operate the Waterbury CCT to provide intensive case management services that are coordinated and seamless in the experience of its users.

Vision/Goals:
As providers of health and behavioral health care, vital social services, health advocacy and coordination of systems within this community—we come together with the common vision to operate an integrated Community Care Team. The shared goals are based on the recognition that an integrated delivery model to serve those with the most complex of social health needs with an integrated care team approach, will result in reduced emergency room utilization and connection to vital social services for our patient/client populations.

Each party acknowledges a willingness and commitment to comply with all policies, procedures, protocols, or other effects of the items developed and consented to within this MOU.

The agreed upon name for this integrated team is the Waterbury Community Care Team. This name will be used by all partners in signage, letter head, documentation, patient education materials, and any other materials that are co-created and used within the integrated care population.

Our shared goals are to focus on (but not be limited to) the highest social needs population in need of primary care, housing, access to food, medications or transportation, behavioral health services, including substance misuse/abuse or both, in order to enhance quality and access to needed services, decrease overall cost, and ultimately improve the overall health status of our community.

Organizational Structure and Oversight

- The CCT Partner Organizations will allow StayWell Health Center, Inc. operational directors within the CCT to have the freedom and ability to manage its day to day functions, the responsibility of the CCT Partner Organizations will be:
    - Consistent attendance and meaningful participation in biweekly Community Care Team case management meetings,
    - Assuring the effective management of the target patient/client populations,
    - Assuring the seamless collaboration of clinical providers and community-based organizations within the CCT,
    - Determining gaps in the delivery system and collaborate on building new capacity,
    - Identifying sources of racial bias and inequity of care within the continuum of care and establishing strategies to make staff aware, change systems and monitor individual patient experiences for equitable health care.

- The CCT will be formed, that includes representatives from Saint Mary's Hospital, Staywell Health Center, Waterbury Hospital, Waterbury Health Access Program and any other community organization admitted to the CCT partnership.
- The Community Care Team (CCT) will meet every other Tuesday for case management virtually and all meetings are organized by StayWell Health Center, Inc. staff.
- Meeting space, equipment and supplies, data tracking mechanisms related to running of the CCT will be provided by StayWell Health Center, Inc.

- The target population consists of patients referred through either hospital or clinic Emergency Department and through other community partners. CCT patients must meet ED utilization criteria established by the Waterbury CCT to be eligible.

  This criteria includes:
    - Patient has greater than 4 ED visits in a 6-month period
    - A dual diagnosis (substance/BH or chronic disease/BH, etc.)
    - Is housing challenged
    - Is Black or Hispanic (though we do not turn anyone away based on race/ethnicity if they meet other acuity indicators)
    - AIDS/HIV+
    - LGBTQIA

Referrals made into the CCT must be accompanied by required CCT referral forms provided by StayWell Health Center. Referrals made to StayWell Health Center for CCT are not guaranteed entry into the program; space and capacity must be assessed as well as general partner

consideration and agreement of the patient being referred. CCT is a collaborative and mutual environment in which all partners play a role in consideration of acuity and odds of recovery and success in the program.

Funding sources, billing and reimbursement

- Nothing in this Memorandum will obligate any partner to transfer funds and individual billing between clinical programs or community-based organizations.
- A finance group may be created from CCT Partner representation to discuss alternative payment and financial opportunities to support and sustain the CCT.
- Individual partner grant opportunities will be discussed with the other relevant partners, but individual grant money belongs to that of the individual partner.
- StayWell Health Center, Inc. will hold only grant funds that it has procured for the CCT and will disperse those funds to partners only when allowable through existing or future grant contracts with StayWell Health Center, Inc. and funders.

- In the course of this CCT partnership, each organization will provide information that it wishes to remain confidential. Each organization pledges to treat any such information as such confidential and not to disclose it nor to permit the disclosure of it to any third party.

- Professional training needs and requirements - staff at all levels may have training opportunities as funding allows for CCT work related requirements for each partnering organization.

- Each CCT partner agency staffs to appropriate levels and is liable and responsible for their own employees.

Statements of Autonomy and Partnership:

- While each CCT partner maintains their right to enter into arrangements with other providers, whether the same or similar services and at the same time each partner has a certain duty or loyalty to the partnership where transparency is a working principle.

- Each organization assures that boards and employees within their organizations and external to it recognize and understand the implications of this partnership.
- Neither partner is under obligation to refer patients to the CCT partnering group.
- Patients and clients retain the freedom to see whomever they choose.
- Each partner agrees to comply with all applicable federal and state laws, including HIPAA.
- No liability will arise or be assumed between partners as a result of this Memorandum of Understanding. However, both organizations will cooperate to allow the liability/indemnification issues of the other organizations are addressed and resolved.

This MOU is valid until it is superseded by a subsequent agreement and/or extension of this MOU, whichever occurs first. This MOU will be reviewed annually by Program Manager, Health Promotion Strategies, StayWell Health Center, Inc. but remains in force. Proposals to make changes to the document are required to be made and reviewed 60 days prior to the annual review.

Signature: _____ Date: _____

Name: _____ Title_____

On Behalf of: _____

Signature: _____ Date: _____

Name: Angie Matthis Title Director, Social Drivers of Health

On Behalf of: StayWell Health Center, Inc.

The Waterbury Community Care Team is supported by the following:

Connecticut Community Foundation Timeless Impact

Trinity Health Of New England Saint Mary's Hospital

StayWell Health Center

United Way United Way of Greater Waterbury

Waterbury Hospital Waterbury HEALTH

Additional funding support for the CCT provided through:

Connecticut Health FOUNDATION
Changing Systems, Improving Lives.

ion BANK foundation

WATERBURY HEALTH DEPARTMENT
CARE IN YOUR COMMUNITY

June 27, 2024

StayWell Health Center
80 Phoenix Ave.
Waterbury, CT 09702

Dear StayWell Health Center:

The Waterbury Health Department is pleased to provide this letter of commitment to partner with StayWell Health Care, Inc. for the **Clinical Community Integration Program Addressing SDOH and Mental Health** grant application to fund collaborative case management efforts. These efforts will address mental health, substance use and access to care challenges in our community through the Waterbury Health Access (WHAP) and Community Care Team (CCT) programs.

We strongly support this grant application and the focus on increasing access to mental health and substance use disorder supports in vulnerable and low-income populations by developing innovative evidence-based collaborative relationships between community organizations and clinical providers. We are committed to working with these community organizations to asses and develop systems that enhance formal partnerships and information sharing for the improvement of client care delivery and interventions that will meet the needs of people in a holistic and compassionate manner. The Waterbury Health Department is currently an active partner of StayWell Health Center, Inc. and supports the work of the Waterbury Health Access Program and Waterbury Community Care Team.

We understand that this grant award is a one-year commitment and are poised to continue working with StayWell on a long-term basis to have the greatest impact on outcome data that supports WHAP and CCT as sustainable community programs beyond the funding period. Each partner involved in the operation of these programs has demonstrated their ability to work collaboratively to develop successful data-driven approaches for client populations that demonstrate sincere social determinant of health challenges combined with other co-occurring conditions. StayWell staff operating these programs have a proven track record of positive outcomes, innovation and commitment to unbiased, culturally appropriate and equitable care for clients which makes them ideal candidates for this funding.

We look forward to continuing our partnership with StayWell Health Center to implement this work. Through this funding, we support the achievement of greater community health equity and believe that the applicant exhibits the acumen and commitment to systems development and excellence required for this grant.

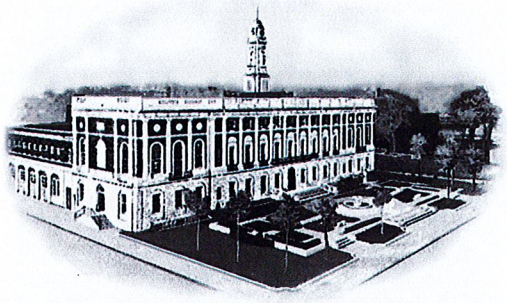
Sincerely,

Aisling McGuckin RN, MSN-MPH

Aisling McGuckin, RN, MSN-MPH
Director, Public Health
Waterbury Health Department
amcguckin@waterburyct.org
(203) 574-6780 ext. 7208

10

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR

THE CITY OF WATERBURY

CONNECTICUT

July 31, 2024

Honorable Board of Aldermen
c/o Michael Dalton, City Clerk
235 Grand Street
Waterbury, CT 06702

Re: Appointment of City Assessor

Dear Honorable Board Members:

I hereby notify this Honorable Board that, pursuant to Sections 4-2 (b) and 7A-2 (b) of the Charter, and as set forth in the attached letter of July 26, 2024, I have appointed Thomas Distasio as the City Assessor for the City of Waterbury.

I respectfully request that this appointment be added to the agenda for the Board's meeting of August 12, 2024, for your consideration.

Respectfully submitted,

Paul K. Pernerewski, Jr.
Mayor, City of Waterbury

WATERBURY CITY CLERK
RECEIVED
2024 JUL 31 P 4:24

DD

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

July 26, 2024

VIA HAND DELIVERY
Board of Aldermen
235 Grand Street
Waterbury, CT 06702

Re: Notice of Appointment of City Assessor

Honorable Board of Aldermen:

Pursuant to Section 4-2(b) of the Charter and Section 37.017 of the Waterbury Code of Ordinances, please be advised that Mayor Paul K. Pernerewski, Jr., intends to appoint Thomas Distasio as the City Assessor.

Sincerely,

Tara L. Shaw

Tara L. Shaw
Director of Human Resources

Cc: Mayor Paul, K. Pernerewski, Jr., *via email*
Joe Geary, *via email*
Attorney Angela Juliani, *via email*

July 30, 2024

#11

I, Alderman Jeffrey A. Hunter Sr., officially resign as Alderman Liaison from the Environmental Board, effective immediately.

Alderman Jeffrey A. Hunter Sr.

Jeffrey A Hunter Sr



The City of Waterbury
Bureau of Water

To: The Honorable Board of Aldermen

Cc: The Honorable Paul Pernerewski, Mayor

From: Rob Langenauer, Superintendent of Water

Date: July 29th, 2024

Re: Water Treatment Plant Three Phase Extension with Eversource to Improve Electrical Reliability by Adding a Second Power Source in the Amount of $691,500

I respectfully request your honorable boards' approval for Eversource to add a second power source to the Water Treatment Plant located at 1525 Branch Rd in Thomaston. Eversource and the City will share equally in the total cost of the project with Eversource performing 100% of the work needed for the project including engineering, materials and installation. The City's obligation is only financial and does not require any electrical upgrades within the WTP. The City's total share of costs for this Project is $736,500, $45,000 of which is for upfront design costs that have already been paid by the City. Eversource is to commence this work within 9 months of the date of their letter.

The WTP has one electric feed that comes from the Watertown/Morris side of their grid. The power lines traverse through a rural area with dense vegetation to where the electric service enters the WTP across from the Morris Dam. The WTP service is at the dead end of the electric grid and commonly suffers from power outages under normal circumstances without warning of inclement weather. To date from January 24th, 2024 the WTP has experienced 7 power outages and 13 brownouts.

All outages cause the equipment to stop running because there is always gap before the transfer to the generator. This causes chaos for the staff because every piece of equipment needs to be checked and started whether it was running or not. It's also very critical to readjust the chemical feed pumps to maintain the proper levels of treatment which takes a good deal of time. There are far too many other duties to perform and do while the generator is running. Finally, the generator must be monitored regularly during the outage. And, this is if we are lucky enough to have an outage during normal business hours when more staff is available which is seldom the case.

The solution will have Eversource installing 5,000 feet of power lines from the Thomaston side of the WTP and loop it to our existing service near the Morris Dam while upgrading 3,300 feet of existing 3-phase wire so it meets our energy needs. They will install new electric poles and trim trees. More

importantly, they will install an uninterrupted power switch on the pole so in case of a power outage there will be a seamless transfer of power from either side that's still energized, giving the WTP a stable solution to a long term problem.

Respectfully submitted,

Rob Langenauer
Superintendent of Water

June 5, 2024

Waterbury Water Treatment Plant
1525 Branch Rd
Thomaston, CT

Re: Three phase extension and reliability improvements to back-up the feed to Waterbury Water Plant facility, located at 1525 Branch Rd, Thomaston

Dear Customer,

Eversource Energy, operating as the Connecticut Light and Power Company, is pleased to provide you with a proposal regarding the requested addition of a backup of a electric service source for the Waterbury Water Treatment plants located at 1525 Branch Rd, Thomaston, CT.

Eversource plans to undertake the following work:

- Install a new 5,000 linear feet of 3-phase line from the 2B6 circuit on Branch Road in Thomaston.
- Reconductor an existing 3,300 linear feet of 3-phase wire on Branch Road in Morris, CT
- Install 7 automatic smart devices strategically to provide a backup alternative feed to the Waterbury Treatment plant and enable quick restore in case of an outage.

The estimated customer contribution cost for the project is $736,500.00. This estimate includes the following:

- 5,000 feet of 3-phase line extension
- 3,300 feet of existing 3-phase line reconductoring
- Pole replacements
- 7 new reclosers
- Tree Trimming
- CTDOT permits

All equipment will be owned and maintained by Eversource Energy.

An initial payment of $45,000 was received in August 2023 to cover the detailed design costs. The second payment of $691,500.00 is due prior to the start of construction.

If you agree with this proposal, please indicate your acceptance by signing in the space provided below and returning one original of this letter, along with your payment. Make your check payable to CL&P dba Eversource Energy. Early receipt will help to prevent any delay in construction.

If we do not receive your acceptance within ninety (90) days of the date of this letter, this proposal will be canceled. If we have not commenced our work within nine (9) months of the date of this letter due to conditions beyond our control, this proposal will be subject to revision and/or cancellation.

Should you have questions or comments, please feel free to call me at (860) 496-5212

Sincerely,
Thomas Moskaluk
Thomas Moskaluk
Supervisor, Field Engineering Design
Eversource Energy

This proposal is accepted as presented by the Company:

Waterbury Water Treatment Plant

ACCEPTED: _____
(Signature)

_____
(Printed Name)

TITLE: _____

DATE: _____

The Connecticut Light & Power Company dba Eversource Energy

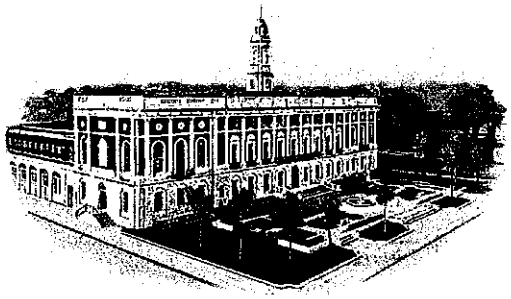
ACCEPTED: _____
(Signature)

_____
(Printed Name)

TITLE: _____

DATE: _____

SARAH R. GEARY
MANAGER OF BUDGET
DEVELOPMENT AND OVERSIGHT



OFFICE OF BUDGET CONTROL

THE CITY OF WATERBURY

CONNECTICUT

To: The Honorable Board of Aldermen

From: Sarah R. Geary, Manager of Budget Development and Oversight

Date: August 1, 2024

Subject: Budget Transfers – General Fund FY24

At the request of the Mayor, please give favorable consideration to this budget transfer within the City's **General Fund Budget** for the Fiscal Year ending June 30, 2024 in the amount of $140,000.

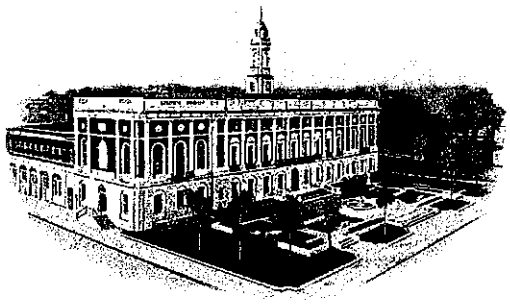
Department/Account	Acct Unit #	Acct #	Budget	Projected	From	To
Legal Department						
Salaried Employees	1070001	511500	$1,610,920	$1,470,920	$140,000	
Tax Appeal Legal Costs	1070001	533043	$150,000	$290,000		$140,000
Total General Fund Transfers					**$140,000**	**$140,000**

This budget transfer would move a total of $140,000 from the regular salaries account to the tax appeal legal costs account within the Legal Department's FY24 budget. The Legal Department had several vacancies in the Attorney position throughout the fiscal year, which resulted in savings in its regular salaries account. However, the expenses related to outside counsel increased due to the position vacancies, making this budget transfer necessary. This budget transfer moves funding from one account to another within the Legal Department's budget and keeps the overall Department budget at the same amount.

This request has been vetted by the Office of Budget Control and the Mayor's Office. We respectfully request approval of this item by the Board of Aldermen at its meeting on August 12, 2024

cc: The Honorable Paul K. Pernerewski, Jr., Mayor, City of Waterbury
Joseph A. Geary, Chief of Staff, City of Waterbury
David Lepore, Advisor to the Mayor, City of Waterbury
Michael LeBlanc, Director of Finance, City of Waterbury
Angela Juliani, Interim Corporation Counsel, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury

SARAH R. GEARY
MANAGER OF BUDGET
DEVELOPMENT AND OVERSIGHT



OFFICE OF BUDGET CONTROL

THE CITY OF WATERBURY

CONNECTICUT

To: The Honorable Board of Aldermen

From: Sarah R. Geary, Manager of Budget Development and Oversight

Date: August 1, 2024

Subject: Budget Transfer – Capital Improvement Fund FY25

At the request of the Mayor, please give favorable consideration to this budget transfer from the City's **Capital Improvement Fund** for the Fiscal Year ending June 30, 2025 in the amount of $150,000.

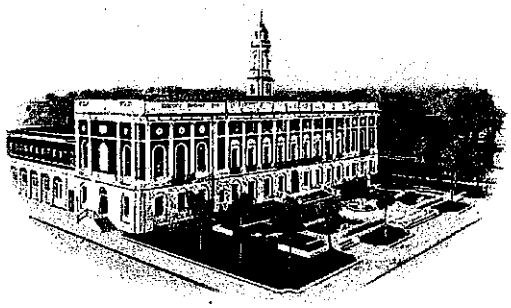
Department/Account	Activity #	Acct #	Available	Projected	From	To
Capital Improvement Fund						
Unallocated Capital	6018021999995	547000	$2,682,843	$2,532,843	$150,000	
DPW- Bureau of Parks						
Schofield Park Restrooms	60180	547000	$0	$150,000		$150,000
Total CIF Transfers					**$150,000**	**$150,000**

This budget transfer would move $150,000 from the Unallocated Capital account to a project for the installation of a restroom facility at Schofield Park. The City was awarded a grant from the State of Connecticut in the amount of $350,000 for this project. The State grant funding along with this local funding in the amount of $150,000 will provide the total funding needed to complete the project. The construction contract with Dayton Construction Company, Inc. for this project is a separate agenda item for your approval.

This request has been vetted by the Office of Budget Control and the Mayor's Office. We respectfully request approval of this item by the Board of Aldermen at its meeting on August 12, 2024.

cc: The Honorable Paul K. Pernerewski, Jr., Mayor, City of Waterbury
Joseph A. Geary, Chief of Staff, City of Waterbury
David Lepore, Advisor to the Mayor, City of Waterbury
Michael LeBlanc, Finance Director, City of Waterbury
David Simpson, Director of Public Works, City of Waterbury
Mark Lombardo, Deputy Director of Public Works, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury
File

SARAH R. GEARY
MANAGER OF BUDGET
DEVELOPMENT AND OVERSIGHT



OFFICE OF BUDGET CONTROL

THE CITY OF WATERBURY

CONNECTICUT

To: The Honorable Board of Aldermen

From: Sarah R. Geary, Manager of Budget Development and Oversight

Date: August 1, 2024

Subject: Budget Transfer – Capital Improvement Fund FY25

At the request of the Mayor, please give favorable consideration to this budget transfer from the City's **Capital Improvement Fund** for the Fiscal Year ending June 30, 2025 in the amount of $500,000.

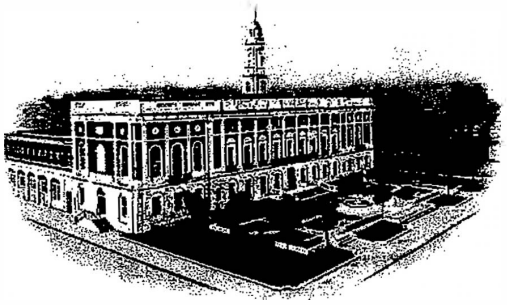
Department/Account	Activity	Acct #	Available	Projected	From	To
Capital Improvement Fund						
BOE Unallocated (Sinking Fund)	6018080099995	547000	$5,859,801	$5,359,801	$500,000	
Education Department						
Regan School Electrical Damage Claim	60180	543000	$0	$500,000		$500,000
Total CIF Transfers					**$500,000**	**$500,000**

This budget transfer would move $500,000 from the Board of Education's Unallocated Capital account to a project to fund repairs of damage caused by an electrical fire that occurred at Regan Elementary School on July 1, 2024. The City has filed an insurance claim for the damage and expects to be reimbursed for the expenses related to the repairs at a later date. However, it is important that the City has funding available now to accommodate the expenses necessary to make repairs and prepare the school for the opening of the 2024-2025 school year.

This request has been vetted by the Office of Budget Control and the Mayor's Office. We respectfully request approval of this item by the Board of Aldermen at its meeting on August 12, 2024. This budget transfer also requires Board of Education approval and it was approved by the Board at its regular meeting on July 18, 2024.

cc: The Honorable Paul K. Pernerewski, Jr., Mayor, City of Waterbury
Joseph A. Geary, Chief of Staff, City of Waterbury
David Lepore, Advisor to the Mayor, City of Waterbury
Dr. Darren Schwartz, Deputy Superintendent of Schools, Education Department, City of Waterbury
Doreen Biolo, Chief Financial Officer, Education Department, City of Waterbury
Michael LeBlanc, Finance Director, City of Waterbury
Michael Dalton, City Clerk, City of Waterbury
File

SARAH R. GEARY
MANAGER OF BUDGET
DEVELOPMENT AND OVERSIGHT



OFFICE OF BUDGET CONTROL

THE CITY OF WATERBURY

CONNECTICUT

To: The Honorable Board of Aldermen

From: Sarah R. Geary, Manager of Budget Development and Oversight

Date: August 1, 2024

Subject: Budget Transfer – Water Pollution Control Capital Improvement Fund FY25

At the request of the Mayor, please give favorable consideration to this budget transfer within the City's **Water Pollution Control (WPC) Capital Improvement Fund** for the Fiscal Year ending June 30, 2025 in the total amount of $1,370,331.

Department/Account	Acct Unit #	Acct #	Activity	Budget	Projected	From	To
WPC Capital Improvement Fund							
Unallocated	71200	500000	712009995	$1,412,438	$42,107	$1,370,331	
Headworks Improvements	71200	547000	712001235	$0	$1,370,331		$1,370,331
Total WPC CIF Transfers						**$1,370,331**	**$1,370,331**

This budget transfer would move $1,370,331 from WPC's unallocated capital account to a project for Headworks Improvements. The attached memo from Michael LeBlanc, Director of Finance & WPC Primary Representative, and Stephen Kasle, Resident Engineer from JACOBS, explains the project and the need for this budget transfer.

This request has been vetted by the Office of Budget Control and the Mayor's Office. We respectfully request approval of this item by the Board of Aldermen at its meeting on August 12, 2024.

Attachment

cc: The Honorable Paul K. Pernerewski, Jr., Mayor, City of Waterbury
Joseph A. Geary, Chief of Staff, City of Waterbury
David Lepore, Advisor to the Mayor, City of Waterbury
Michael LeBlanc, Finance Director, City of Waterbury
Stephen Kasle, Resident Engineer, JACOBS
Michael Dalton, City Clerk, City of Waterbury
File

OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: July 25, 2024

To: Sarah Geary, Manager of Budget Development & Oversight

From: Michael LeBlanc, Director of Finance & WPC Primary Representative MJL
Stephen Kasle, Resident Engineer, JACOBS

Re: $1,370,331 Transfer Request from the Water Pollution Control Unallocated Capital Improvement account to address a funding gap for the Waste Water Treatment Plant - Headworks Improvements, Screenings & Grit Equipment Replacement contract with C.H. Nickerson Company, Inc. in the amount of $2,857,600

A transfer request from the WPC Capital Improvement Fund – Unallocated Account is requested to address a funding gap of $1,370,331 to fully fund a $2,857,600 contract with C.H. Nickerson Company, Inc. to complete headworks improvements and replacement of screening and grit equipment at the Waste Water Treatment Plant. The transfer of $1,370,331 from WPC Unallocated Capital funds would be transferred into a new activity 712001235 – Headworks Improvements. The balance of funding for this contract would be derived from existing Capital Improvement Fund activities for replacement of Grit Collection Equipment and replacement of Influent Bar Screens with available funding of $1,425,000.

The Headworks Improvement project is a culmination of two separate projects previously approved in the WPC Capital Budget (Grit Equipment Replacement and Replace Influent Bar Screens). These two projects have $1,425,000 available net of incurred design engineering costs to develop project bid specifications. On July 11, 2024, three qualified firms responded to RFP No. 7779 with C.H. Nickerson Company, Inc. selected largely based on the lowest proposed cost of $2,795,331.

Back in 2021, the scope of work was estimated at approximately half of the lowest proposed cost of $2,795,331. The projections at the time were determined during the COVID era, without the benefit of drawings or specifications. Combining the projects made sense in the terms of design and construction as the equipment shares common channels and disruption to plant operations will be minimized by performing the work at the same time. Additional project scope not contemplated in the two previously approved projects along with increasing labor, material and equipment costs during and now after the COVID era has led to the near doubling of the project cost. All of this equipment being furnished has to be stainless steel to hold up to the harsh and corrosive environment of the Headworks Facility which increased the cost dramatically.

Funding Allocation for RFP#7779 - WPCF Headworks Improvements, Screenings & Grit Equipment Replacement

C.H. Nickerson Company, Inc.

Contract Amount: $ 2,795,331.00

Activity 712001065 - WWTP Grit Collection Equipment Replacement	$	625,000.00
Activity 712001145 - WWTP Relace Influent Bar Screens	$	800,000.00
Activity 712009995 - Unallocated Capital	$	1,370,331.00 *
	$	2,795,331.00

* Transfer from Unallocated Capital will be added to new Activity - 712001235 Headworks Improvements

Jacobs

Memorandum

Waterbury Water Pollution Control Facility
210 Municipal Road
Waterbury, Connecticut, 06708
(203) 574 8265 x7425

Subject	**Selection Committee Award Recommendation** **Headworks Improvements Screenings and** **Grit Equipment Replacement RFP No. 7779**
Attention	Michael LeBlanc, Kevin McCaffery (Selection Committee Members City)
From	Stephen Kasle, Resident Engineer, Jacobs
Date	July 24, 2024
Copies to	Paola Molloy, Denis Cuevas (Selection Committee Members Jacobs)

On July 11, 2024, three firms responded to RFP No. 7779 regarding the Headworks Improvements Screenings and Grit Equipment Replacement. The three firms and their original cost proposals with allowances were as follows:

C.H. Nickerson Company, Inc. Torrington, CT	$2,857,600.00
Associated Construction Company, Hartford, CT	$3,354,438.69
R.H. White Construction Company, Inc. Auburn, MA	$3,634,675.00

All three firms were called back for an in-person interview. The interviews were held on Thursday, July 18, 2024 (for C.H. Nickerson and R.H. White) and Friday, July 19, 2024 (for Associated CC) in City Hall.

All three firms during the interview gave a brief history of their company and proceeded to describe their approach to the project. Both C.H. Nickerson and R.H. White presented a preliminary schedule of the construction activities including durations for shop drawing submittals and manufacturing time for the equipment. Associated CC did not present a schedule. CHN presented two preliminary schedules, one showing the sequence of operations as outlined in the Specifications and a second schedule indicating the time saved if allowed to work concurrently in one Grit Chamber and one Screenings Channel. All three firms were utilizing the named manufacturers for the Grit and Screenings equipment. All three firms are well experienced in this type of work as outlined in their proposals. The combined water and wastewater experience of all three firms are over 250 years.

All three firms were instructed to include the value Engineering items discussed during the interview and submit their "best and final offer" by Tuesday, July 23, 2024. The revised price proposals were received on Tuesday, July 23, 2024:

C.H. Nickerson Company, Inc.	$2,795,331.00
Associated Construction Company	$3,162,646.60
R.H. White Construction Company, Inc.	$3,477,175.00

C.H. Nickerson Company vast experience and expertise in replacement of this type of equipment as well as overall Wastewater Treatment plant upgrade work makes then an excellent choice for this project. C.H.

Please select a legal entity from the Change Document Details option on the Jacobs ribbon
Enter Document No. via Document Properties

Nickerson is currently mobilized at the WPCF performing a $9.5M Process Equipment Replacement project for the City of Waterbury which is most likely why their overall cost is substantially lower than the other two Contractors.

Given the above, it is the Selection Committee's unanimous decision the contract for Headworks Improvements Screenings and Grit Equipment Replacement be awarded to C.H. Nickerson Company, Inc. of Torrington, CT.

Thank-you

Stephen Kasle
Resident Engineer

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 31, 2024

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval, subject to the Board of Education's anticipated approval at its Special Meeting of August 1, 2024, of a Professional Services Agreement with Worldwide Travel Staffing, Limited (RFP #8047), for a three-year period and in the not to exceed amount of $2,490,390.00, to provide special education nursing services for Waterbury Public School students.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 25, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **RFP # 8047 Worldwide Travel LPN**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Worldwide Travel.** The purpose of the agreement is to provide Licensed Practical Nurses (LPNs) who will provide individualized school based nursing services to students with disabilities ages 3-22 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical / nursing instructions or plans provided by the students' health care providers, and other related work in accordance with the *Connecticut General Statutes* as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of **$2,490,390.00** for a three-year term. The purpose of this agreement is to provide individualized school based Licensed Practical Nurses (LPNs) services to students with disabilities and will be paid through General Funds.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8047
for
Special Education Nursing Services
Between
The City of Waterbury, Connecticut
and
Worldwide Travel Staffing, Limited

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and WORLDWIDE TRAVEL STAFFING, LIMITED (the "Consultant" or "Worldwide"), located at 2829 Sheridan Drive, Tonawanda, New York 14150, a State of Connecticut duly registered foreign corporation. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, Worldwide submitted a proposal to the City responding to **RFP No. 8047** for Special Education Nursing Services; and

WHEREAS, the City selected Worldwide to perform services regarding **RFP No. 8047**; and

WHEREAS, the City desires to obtain Worldwide's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Worldwide shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Worldwide shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. Worldwide shall provide up to ten (10) licensed practical nurses ("LPN's") to provide individualized nursing services to students ages 3-21 with disabilities in accordance with the student's individual education plan ("I.E.P") and individual health care plan ("IHCP"), or other medical/nursing instruction or plan as provided by the student's physician and/or health care provider and as agreed by the student's parent or legal guardian, LPN's shall provide City staff with timely and complete reports as well as Medicaid documentation in a form and manner acceptable to the City, as further detailed and described in Sections 1.2.

through 1.7. below and **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by Worldwide as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. Addendum 1 to RFP No. 8047, dated March 19, 2024, consisting of 11 page), attached hereto;
1.1.2. RFP No. 8047, consisting of 13 pages, excluding Attachments A-C, attached hereto;
1.1.3. Worldwide's Cost Proposal, consisting of 1 page, attached hereto;
1.1.4. Worldwide's Response to RFP No. 8047, consisting of 23 pages, excluding resumes and City Contract Compliance Documents, attached hereto;
1.1.5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6. City Contract Compliance Documents, incorporated herein by reference;
1.1.7. Certificates of Insurance, incorporated herein by reference;
1.1.8. Licenses, incorporated herein by reference;
1.1.9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. Worldwide shall assign the same nurse to a particular student whenever possible to maintain a continuity of care. The Assigned Nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.

1.3. Worldwide shall require the Assigned Nurse to provide the City with monthly reports of their attendance with the student, along with documentation of services rendered. Worldwide shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify Worldwide's billing.

1.4. The Superintendent or their agent shall have the right to visit and observe the nursing services at any time.

1.5. Worldwide and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.

1.6. Worldwide shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.

1.7. Worldwide shall obtain and provide the City with a copy of the LPN license for each nurse assigned to provide services under this contract.

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

1.8.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.8.2 Any and all Amendment(s) and Change Orders
1.8.3 This Contract
1.8.4 Worldwide's Price Proposal
1.8.5 Any Addendums to RFP No. 8047
1.8.6 RFP No. 8047
1.8.7 Worldwide's Response to RFP No. 8047

2. Worldwide Representations Regarding Qualification and Accreditation. Worldwide represents that, to the extent required by law, its employees and any independently contracted Licensed Practical Nurses ("Assigned Nurses"), and any independent contractors are licensed to perform the scope of work set forth in this Contract. Worldwide further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations Regarding Personnel. Worldwide represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by Worldwide under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, Worldwide shall first be required to coordinate all on-site visits and activities

with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Worldwide shall enter and exit all school facilities and Department of Educational facilities as designated and authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. Criminal Background Check and DCF Registry Check. Worldwide shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. Worldwide shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. Worldwide shall not permit any person with a disqualifying criminal history to have direct contact with a student. Worldwide agrees the "direct contact" shall include Worldwide and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

3.1. Use of City Property. To the extent Worldwide is required to be on City property to render its services hereunder, Worldwide shall have access to such areas of City property as the City and Worldwide agree are necessary for the performance of Worldwide's services under this Contract (the "Site" or the "Premises") and at such times as the City and Worldwide may mutually agree. Worldwide shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work

hereunder shall be performed in a safe manner. Worldwide shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Worldwide, City may, but shall not be required to, correct same at Worldwide's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

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

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by Worldwide shall be that standard of care and skill ordinarily used by other members of Worldwide's profession practicing under the same or similar conditions at the same time and in the same locality. Worldwide's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Worldwide's Employees. Worldwide shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned. Worldwide shall be responsible for direct clinical supervision of any LPNs provided to the City.

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. Worldwide shall deliver periodic, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services

completed by Worldwide and/or delivered by Worldwide during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** Worldwide's declaration as to whether the entirety of Worldwide's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Worldwide direct its LPN's to provide City staff with timely and complete reports, including nursing notes, as well as Medicaid documentation in a form and manner acceptable to the City. Each report shall be signed by an authorized official of Worldwide.

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

3.9. Confidentiality/FERPA. Worldwide shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Worldwide shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.9.1 Any and all materials contained in City of Waterbury student files that are entrusted to Worldwide or gathered by Worldwide in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Worldwide shall be used solely for the purposes of providing services under this Agreement.

3.9.2 Worldwide acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). Worldwide and City shall comply with the requirements of said statute and regulations, as amended from time to time and Worldwide agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Worldwide has no authority to make disclosures of any information from education records. Worldwide shall instruct its employees of their obligations to comply with FERPA.

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

5. Contract Time. The Agreement shall commence July 1, 2024 and shall terminate June 30, 2027.

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

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

6.1. Fee Schedule. The fee payable to Worldwide shall not exceed **TWO MILLION FOUR HUNDRED NINETY THOUSAND THREE HUNDRED NINETY DOLLARS ($2,490,390.00)** for the entire three year term of this Contract and shall be in accordance with the hourly rate set forth below and Worldwide's Cost Proposal.

6.2. LPN's hourly time shall not exceed seven (7) hours per day, five (5) days per week for a maximum of one hundred eighty-one (181) days during the regular school year, and twenty (20) days during the summer. LPN's shall not be compensated for days Waterbury Public Schools are closed.

6.2.1 July 1, 2024 through June 30, 2025:
6.2.1.1. Licensed Practical Nurse (LPN)……....$59.00 per hour

Not to Exceed: $830,130.00

6.2.2 July 1, 2025 through June 30, 2026:
6.2.2.1. Licensed Practical Nurse (LPN)……....$59.00 per hour

Not to Exceed: $830,130.00

6.2.3 July 1, 2026 through June 30, 2027:
6.2.3.1. Licensed Practical Nurse (LPN)……....$59.00 per hour

Not to Exceed: $830,130.00

6.3. Limitation of Payment. Compensation payable to Worldwide is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of Worldwide's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Worldwide's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.3.1 Worldwide and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to Worldwide in an amount equaling the sum or sums of money Worldwide and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding Worldwide's and/or its affiliate's real and personal tax obligations to the City.

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

6.5. Proposal Costs. All costs of Worldwide in preparing its proposal for **RFP No. 8047** shall be solely borne by Worldwide and are not included in the compensation to be paid by the City to Worldwide under this Contract or any other Contract.

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

6.7. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until Worldwide, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as Worldwide has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Worldwide may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made,

Worldwide shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

8.1. Worldwide shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of Worldwide, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of Worldwide duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of Worldwide, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Worldwide or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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

9. Worldwide's Insurance.

9.1. Worldwide shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by Worldwide and such insurance has been approved by the City. Worldwide shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:
$1,000,000.00 per occurrence
$2,000,000.00 aggregate
$2,000,000.00 Products and completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 combined single limit (CSL)
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability ("EL"):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**
Worldwide shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$3,000,000.00 each occurrence
$3,000,000.00 aggregate

9.4.5 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 aggregate

9.4.6 Abuse Molestation Liability Insurance:
$1,000,000.00 each occurrence
$1,000,000.00 aggregate.

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

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

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

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

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

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

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

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

10.3.1 Worldwide is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

11. Discriminatory Practices. In performing this Contract, Worldwide shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the

employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of Worldwide, Worldwide shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Worldwide shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to Worldwide of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Worldwide shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Worldwide shall transfer all licenses to the City which Worldwide is permitted to transfer in accordance with the applicable third party

license. The City shall have no financial obligation to compensate Worldwide for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. Worldwide shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** Worldwide shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay Worldwide for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges Worldwide's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

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

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

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

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and Worldwide is that of client and independent contractor. No agent, employee, or servant of Worldwide shall be deemed to be an employee, agent or servant of the City. Worldwide shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and Worldwide hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Worldwide hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as

creating or establishing the relationship of employer-employee between the City of Waterbury and Worldwide or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Worldwide hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Worldwide shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:
25.2.1 an upward adjustment to a Worldwide's payment claim, or

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and Worldwide and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8047** and (ii) Worldwide's proposal responding to the aforementioned **RFP No. 8047.**

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

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

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

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

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the

Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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

Worldwide: Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda, NY 14150

City: The City of Waterbury
Special Education Department
Attn: Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of

employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said

Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. Worldwide hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

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

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

(Signature Page to Follow)

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

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____
Print name: Paul K. Pernerewski, Jr., Mayor

Sign:_____ Date: _____
Print name:

WITNESSES: **WORLDWIDE TRAVEL STAFFIG, LIMITED**

Sign:_____ By:_____
Print name:

Sign:_____ Date:_____
Print name:

ATTACHMENT A

1. Addendum 1 to RFP No. 8047, dated March 19, 2024, consisting of 11 page), attached hereto;

2. RFP No. 8047, consisting of 13 pages, excluding Attachments A-C, attached hereto;

3. Worldwide's Cost Proposal, consisting of 1 page, attached hereto;

4. Worldwide's Response to RFP No. 8047, consisting of 23 pages, excluding resumes and City Contract Compliance Documents, attached hereto;

5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

6. City Contract Compliance Documents, incorporated herein by reference;

7. Certificates of Insurance, incorporated herein by reference;

8. Licenses, incorporated herein by reference;

9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

March 19, 2024

RFP 8047 Special Education Nursing Services

Please refer to the questions and answers below.

Question: What agencies do you currently use for "Special Education Nursing Services"? / Who were the Incumbents? / Please provide the names of the Incumbent vendors for this contract? / How many active contractors are working on this contract currently? / Please provide the current vendor(s) providing the service / Are there any current vendors providing the same services? / How many agencies are currently awarded the bid for 23/24 SY? / How many vendors is the district currently using for the services requested in this solicitation?
Answer: AAA Nursing and Pediatric Services of America dba Aveanna Healthcare.

Question: What are the rates for the incumbent contract holders? / Can you give the hourly rates for each of the roles requested from the incumbents? / What are the current vendors rate for LPN services? / What are the current vendors rate for RN services? / Can you please provide a list of incumbent vendors and their bill rates. / Can the district please provide incumbent information and current bill rates for contracts in place for similar services? / What rates do those agencies charge for the services being requested in this RFP?
Answer:
RN
Aveanna: RN for the '23-'24 SY $55
AAA Nursing RN for the '23 - '24 SY $50
LPN
Aveanna: LPN for the '23-'24 SY $50
AAA Nursing LPN for the '23-'24 SY $45

Question: How many billable hours were accrued by contracted nursing staff in 2022 and 2023?
Answer: 2022: 7280 ; 2023:6720

Question: As requested in Section I. 2.c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall

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include the individual's qualifications and experience in the subject area, are we required to submit candidate resumes of the nurses or resumes of our firm key personnel? / Are resumes required in the proposal? If so, how many need to be submitted to remain qualified?
Answer: Yes, a resume is expected for every candidate. The vendor can determine how many resumes they will submit.

Question: Are we required to submit candidate live resumes or sample resumes would suffice? / Do we need to sample or live resumes for RNs & LPNs?
Answer: Live resumes for each candidate presented from the agency are expected.

Question: On page 8, the request specifies a "Personnel Listing," which entails providing a comprehensive roster of staff categorized by job classification, accompanied by their respective resumes. Each resume is expected to detail the individual's qualifications and experience relevant to the subject area. Would this requirement primarily pertain to the account management team?
Answer: This requirement pertains to the management team as well as nursing candidates.

Question: As requested in Section I. 3.a. Qualifications., in this section are we required to describe qualifications of our key personnel or the nurses assigned to the project?
Answer: Yes, the vendor selected would provide a listing of staff available to work within the City of Waterbury.

Question: What are your most commonly requested positions?
Answer: LPN and RN, respectively.

Question: Do you intend to move the candidates to new vendors, if the incumbents are not awarded again?
Answer: The District is not responsible for the nursing candidates choice of employer.

Question: What are any challenges or pain points with the present contract vendors? / Are there any pain points? / Is the City satisfied with the other vendors providing services? / Do you have issues with your current contracted agency(s)? If so, what are your main issues. / Are you satisfied with the incumbent suppliers? If not, what are you unsatisfied with? / Is the district satisfied with the current incumbents?
Answer: The length of time in which vendors have been able to find nursing candidates for assignments has been very challenging, which impacts a student's ability to receive their education. Secondly, both vendors have not had much success in finding substitute nurses when the primary nurse is absent. For the most part, the District is satisfied with its current two vendors.

Question: How are the current services are being procured?
Answer: Via the RFP process.

Question: Apart from the end of tenure, is there any other reason to release this solicitation?

Answer: No.

Question: Is this a new requirement?
Answer: No.

Question: Do you require COI attached to RFP submission? / Do we need to submit Certificates of Insurance? / Does the vendor need to submit a certificate of insurance at the time of proposal, or is it required to be submitted prior to the award? / Insurance -Required with the Bid Document or after Award? "The respondent shall provide insurance as set for in Attachment D provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings."
Answer: Yes, provide with your submission. Please follow RFP Guidelines.

Question: How many interviews happen prior to offer?
Answer: Typically, one interview will occur; however it is at the discretion of the District.

Question: How long does it take from submitting a resume to an interview to offer?
Answer: Process varies from 3 - 6 months. However, since this contract must be in place by July 1, 2024 the process will be expeditious.

Question: How many vendors do you intend to award? / How many agencies do you anticipate awarding the 24/25 SY bid to?
Answer: This depends on the Proposals presented and the District's needs. There is no set number of vendors to award.

Question: Please provide the list of all the attachments and forms necessary to attach in the proposal. / Please provide a list of forms required with the bid submission.
Answer: Please follow RFP Guidelines. The document clearly outlines what needs to be submitted at the time of submission.

Question: Do we need to submit Business Licenses with the proposal?
Answer: Yes. Please follow RFP Guidelines.

Question: Are Performance/Payment Bonds applicable for this bid ? / Kindly confirm if bid bonds and performance bonds are not applicable under this solicitation?
Answer: No.

Question: Are state Set-Aside Requirements applicable for this bid or not applicable?
Answer: Not applicable.

Question: Is the district willing to accept mutual indemnification?
Answer: No.

Question: Can the district please provide a list of all required criminal background checks and DCF registry checks?
Answer: The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.

Question: Can the district please require what type of drug screen is required (i.e. 7 panel, 10 panel, etc.)?
Answer: Human Resources requires a 10 panel for new hires. However, The City of Waterbury Civil Service HR does not consider marijuana to be an employment disqualifier except for public safety positions.

Question: Are nursing delegation services requested by the district?
Answer: No.

Question: If yes what is the district's policy on delegated services?
Answer: Not applicable.

Question: What is the highest skill set for 1:1 cases?
Answer: It is difficult to determine, as a case may come in with higher demands than the District had previously provided for; however, at a minimum the nurse must have training in CPR, administration of medications, use of AED, Vent/Trach/G-Tube training and follow student's Seizure and Diabetes protocols/health plans in addition to training required by federal or state law.

Question: Is nursing support on transportation required for any students requiring 1:1 clinical care?
Answer: Yes, it is required for all assignments. Nurses must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer. Nurses are not to transport students under any circumstance.

Question: Will all 12 contracted RN/LPNs be used in a 1:1 capacity for medically fragile students? / Can the district confirm that updated medical orders will be provided for all students requiring clinical support?
Answer: Currently, all of our nurses are utilized as 1:1 nurses. Student's medical orders determine nursing needs.

Question: Who is the district's clinical point of contact?
Answer: During the RFP process it is the Purchasing Director. After the RFP process is completed, the Waterbury Health Department Nursing Supervisor is the point of contact for questions outside the purview of the Director of Student Services.

Question: If yes, can the district please confirm that transportation protocol and safety procedures will be provided to the vendor?
Answer: Yes.

Question: What is the average length of the assignment?
Answer: -The school day is up to 6.5 hours plus the time the Nurse will be in transport to and from school equals up to 8 hours. Payment is for work performed and Breaks are not billable.
- Up to 183 School days as determined by the District's school calendar plus an additional 16 to 20 days in the summer if the nurse is providing services to a student participating in Summer School.

Question: Is there any preference for local vendors while evaluating the proposal?
Answer: It is important that vendors can meet the proposal as written.

Question: Please define the number of FTEs working under the current contract. / How many RNs and LPNs are working under the current contract? Also, provide us with the history of their yearly requirements. / What is the current number of FTE professionals being utilized presently to service this contract? a. RN b. LPN
Answer: Currently, 14 Nurses are working under the current contract, the majority being LPNs.. Their yearly requirements are as specified in the RFP, ie. Scope of Service.

Question: Is it required to present references exclusively from instances where we have offered similar services, or is it acceptable to provide references from diverse environments or similar educational clients?
Answer: Yes, current references are required which reflect similar educational clients.

Question: Kindly confirm if only 12 FTEs (RN & LPN) will be required for a 3-year period or if this is an annual requirement?
Answer: Currently, the district is utilizing up to 14 FTE RN and LPNs . Number of required nurses is dependent on student needs.

Question: On page 8, point b, the request states, "Please clarify if the city is requesting case studies where similar services were provided. If so, could you specify the number of contracts required as case studies? If case studies are not required, what specific information does the City seek in relation to the nature of services provided, along with the start and completion dates of each assignment, including whether they were completed within the original contract timeframe and budget?"
Answer: The District will not determine how many case studies are to be submitted by a proposer; however, the RFP states a listing of all completed within the last three years.

Question: On page 8, the instructions state the necessity to furnish information about the services rendered, including their nature, start and end dates, and whether they were completed within the designated timeframe and budget. Is the city looking at this information as a

reference? If so, how many references are needed? Alternatively, is it required to provide references exclusively from the school district where similar services were offered, or could references from similar contexts suffice?
Answer: The District is requesting information regarding services rendered within the last 3 years must be provided, as well as ALL projects of a similar nature to those included in the Scope of Services in this RFP. Please refer to RFP page 8; 2a - d.

Question: Is it mandatory to furnish any contracts or purchase orders that the proposer has had with any agency of the City of Waterbury within the last three (3) years, as specified on page 8? Will it affect our evaluation if we don't have any?
Answer: The RFP states to list any contracts or purchase orders in the last 3 years between the proposer or any agency of the City of Waterbury.

Question: Do we need to provide the cost proposal separately?
Answer: YES. Directions are outlined in the RFP.

Question: The RFP states in C.3. "The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City." Is this nurse able to be working with a student as well as function as the supervisor?
Answer: No. The nurse is to function solely as the nurse fulfilling the medical orders for a student.. The Nurse is not to fill the role of a Supervisor.

Question: Does the district utilize paper or electronic charting?
Answer: The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses start and end times and provide verification of hours billed.

Question: It appears you will need 8 sets of proposal documents plus a digital version of the submission package in a CD. It would be great if you would allow us submit this proposal online. We will then need an address where this can be sent. Let us know if this request can be considered.
Answer: NO. Please follow guidelines in RFP.

Question: Can we provide pricing ranges on select disciplines?
Answer: Please follow guidelines as specified in the RFP.

Question: Please clarify Medicare/Medicaid Billing: Will the vendor be required to bill Medicaid with direct reimbursement going to the vendor through the vendors Medicaid billing number, if applicable? Or will the vendor be required to enter Medicaid billing through the districts billing documents for the district to be reimbursed directly by Medicaid, if applicable?
Answer: The vendor will be required to bill through the District's billing documents for the District to be reimbursed by Medicaid directly. The district uses an electronic system approved

through the State of CT (CT-SEDS). The selected vendor would receive training and enter Medicaid hours directly into this system for the district to receive Medicaid directly.

Question: Are orientation and meetings billable?
Answer: No. The vendor would have to compensate their employees outside of the contracted hours for orientations and meetings. The City will only compensate the hours in which students receive services, or as per negotiated in the final contract with the vendor.

Question: Can the vendor bill separately for the Clinical Supervisor? What is the expectation of the amount of time the clinical supervisor is available for the district?
Answer: No, the Vendor can not bill separately for the Clinical Supervisor.

Question: Are billing hours rounded to the 15 minute mark or billed as minute for minute?
Answer: Billing hours are billed as minute for minute.

Question: Please clarify hours and meal breaks expectations. Will nurses clock in/out for lunch (i.e. 30 minute unpaid lunch?)
Answer: Nurses are paid for time worked. Breaks, including lunch, are not billable.

Question: Will the issued PO be staff/ discipline specific or will it be a lump sum amount?
Answer: The PO will be staff and discipline role specific with hours worked per date listed.

Question: How long have the incumbent suppliers held this contract?
Answer: Current vendors have been suppliers for at least the last 2 cycles of RFPs.

Question: What is expectation and frequency for replacing a candidate that is ill/calls off?
Answer: It is the District's expectation that a nurse who calls out sick will have a candidate in its place for the next working day.

Question: Does the district fingerprint and badge?
Answer: The Vendor is responsible for the following:obtaining prior satisfactory criminal background checks, Department of Children DCF registry check, Fingerprinting and providing their vendors with an agency picture Identification card.

Question: How long once confirmed does the process take for the clinician to start?
Answer: The date of confirmation is expected to be awarded on or before June 30, 2024 with a start date of July 1, 2024.

Question: Please clarify the reporting structure for Supervision of contract staff within the district?
Answer: The vendor is the direct supervisor of the contracted staff. Within the district the Director of Pupil Services and/ or designee will be the direct contact for the agency.

Question: Does the district provide student logs, documentation forms, etc?

Answer: Vendors may be responsible to provide laptops and/or other electronic equipment to their staff as well as work log and daily assignment sheet to document daily student progress and medical orders, as appropriate.

Question: Please clarify: Under H. Conditions 6, it specifies that the proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Does this apply to the nurses that will be placed with the district? We cannot guarantee that the nurses we have available now will be available upon award. Does this also apply to the Clinical Supervisor and/or Internal agency staff that will be responsible for communicating with the district.
Answer: As stated in the RFP, the persons assigned to the project must be identified. If personnel were to change the district would need to be contacted immediately with the replacement's contact information.

Question: Would you accept bids from a Staffing Agency?
Answer: No.

Question: Please clarify regarding the provision of supplies: does the district provide any PPE, laptops, printers, office space, protocols, documentation, etc? / Can the district please describe any/all supplies and materials that contracted vendors are expected to provide?
Answer: Vendors may be responsible to provide laptops and/or other electronic equipment to their staff as well as work log and daily assignment sheet to document daily student progress and medical orders, as appropriate.
The District will not be responsible for supplies with the exception of PPE.

Question: Do you accept new graduates if the vendor provides mentorship?
Answer: As stated in the RFP, candidates must be licensed and qualified LPNs or RNs. As stated in the RFP, nurses should have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.

Question: Will a single or multiple vendors receive an award? / How many vendors does the district expect to award a contract to for the services requested in this solicitation?
Answer: This is dependent on the proposals and the vendors ability to meet District needs and requirements.

Question: Do you accept DocuSign for original signatures?
Answer: Yes.

Question: Will the district be responsible for supervising contracted staff?
Answer: No.

Question: How many vendor requested openings remained vacant for the 23-24 school year?

Answer: None as related to this RFP.

Question: How many of the cases will require nurses with Vent/Trach/G-Tube training?
Answer: Typically, 2/3 or more of the cases require a nurse with Vent/Track/G-Tube training.

Question: Will any of the RN/LPN be assigned to a health room?
Answer: No. This position is for a Nurse in an educational setting/classroom.

Question: Can the district please describe the supplies and materials that contracted providers will have access to at the district? (wifi, computer access, testing material, office supplies, etc.)?

Answer: The contracted provider will have access to wifi and office supplies.

Question: Is the district willing to accept deviations from the terms listed in this solicitation and/or the contract?
Answer: No deviations to terms are acceptable.

Question: Will contracted staff be included in professional development days? If so, are these hours billable?
Answer: Contracted staff are not typically included in professional development days.

Question: Can the vendor incur any penalties or be liable for any damages for not having a contracted provider available upon your school's request in a timely manner OR would your school terminate the RFP contract with the vendor?
Answer: Discussed in RFP.

Question: Will the district pay for mileage traveling between school campuses on the same day? If so, is it the IRS standard rate, or is it dictated by the district?
Answer: No.

Question: Is the district or contracted agency responsible for training staff (i.e. CPI training/QBS training)? If the contracted agency is responsible, is this billable to the district?
Answer: The District is not responsible for specialized training of contracted vendors.

Question: To ensure we identify nurses with proper skill levels and experience, when can we anticipate receiving student clinical details?
Answer: Identified nurses should be certified in AED,CPR, Vent/Trach/G-Tube training as well as Seizure and Diabetic protocol. District would need to get signed consent/HIPPA Release prior to sharing medical information with a newly vetted vendor.

Question: Will the selected agency be responsible for coordinating and supplying student plans of care/IHCPs?

Answer: The selected agency should share its HIPPA Release so the District can obtain permission for the agency to contact parent and student's medical providers.
It is the agency's responsibility to coordinate obtaining a student's plan of care/IHCPs with the student's medical provider.

Question: Section H, item 6: What is the city's process for approving replacement personnel?
Answer: Answered in RFP Section G. item 6.

Question: Why is the district utilizing a solicitation for the services requested in this bid?
Answer: The District is following the City's Procurement Ordinance.

Question: Can the district please provide points or percentages associated with the evaluation criteria used for determining the award?
Answer: Refer to the language in the RFP that the evaluation criteria is a guide and not necessarily all inclusive. The selection committee will determine the points and percentages.

Question: Will the district review other SPED service classifications if submitted with the vendor proposal?
Answer: No. This RFP is for Nursing services only.

Question: What are the district expectations of contract providers to assist in Medicaid reimbursement documentation services?
Answer: Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the Pupil Services Data Manager medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of CT Department of Social Services.

Question: Can the district please clarify the maximum weekly allowable hours approved for providers requested in this solicitation?
Answer: School hours run up to 6.5 hours per day plus bus to and from school not exceeding a total of 8 hours.

Question: Can the district please clarify who will provide oversight/supervision of contracted clinical personnel?
Answer: The proposer/vendor will ensure assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City and will further provide training and supervision to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.

Question: Will the awarded vendor take over any payrolling of incumbent candidates?
Answer: No, the incumbent vendor would be responsible for sending any outstanding invoices.

Question: What is the expectation and frequency for on-call needs?

Answer: There are no on call needs. Nurses will be assigned a set shift. The vendor would be responsible for ensuring the shift is filled on a daily basis.

Question: Are temporary staffing services required from the vendor, or is it mandatory for them to provide training services for each nurse?
Answer: The vendor must fill any vacancies if an assigned nurse calls out. It is the responsibility of the vendor to have back-up nurses trained and ready to fill any call outs that may happen.

Question: How many resumes are needed per job title?
Answer: A resume per every potential LPN or RN candidate posed to the City of Waterbury as a candidate would need to be presented prior to placement for consideration.

Question: Please provide a copy of the proposals from all current vendors providing staffing services, including rate/cost sheets.
Answer: This question will be answered via the City of Waterbury GovQA/FOIA portal under Reference Number R002896-031924

Question: What is the annual spend that is projected for the contract?
Answer: Projected annual spend will be determined by District needs and RFP negotiations.

Question: What is the total spend per incumbent for the past 12 months of this contract?
Answer: Total Spend for ' 22-'23 was $367,019.

Question: What was your district's agency spend on Nursing services for 23/24 SY?
Answer: Thus far the District has spent $325,000 on Nursing services.

Question: What is the total spend per incumbent for the duration of the previous contract? / Please specify previous spending. / What was the previous spend on this contract? /
Answer: Total spend per incumbent: Contractor 1 up to $ 1,671,848 and Contractor 2 up to $928,000.

Question: What is the new budget for year for this RFP? / What is the estimated budget for this RFP? / What is the total budget/expenditure allotted for this RFP?
Answer: This would be a negotiated rate between the selected vendor and the City of Waterbury.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
#8047
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

Special Education Nursing Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors, proposers or contractors to provide:

Approximately 12 registered, licensed and certified Nurses (RNs) or Licensed Practical Nurses (LPNs) who will provide individualized school based nursing services to students with disabilities ages 3-21 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical/nursing instructions or plans provided by the students' health care providers, and other related work for a three-year period commencing on or about July 1, 2024 through June 30, 2027.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the three-year period above from reliable, licensed, experienced, professional proposers to provide nursing services and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate in school as set forth by the student's individual education plan (IEP) and the student's individual health care plan (IHCP) or health provider. The City reserves the right to assign nurses to the students based on the student's needs and the needs of the Waterbury School District.

B. Qualifications

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

1. Experience and expertise in providing RNs or LPNs, for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Insures staff compliance with federal and state laws and regulations, staff adherence to nursing practice standards and staff competence in providing the services outlined in the scope of services.

4. Evidence of sufficient staff of experienced, licensed and qualified RNs or LPNs to provide to the City upon request without delay to fill its immediate and changing needs.
5. The vendor's RNs and LPNs have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.
6. The vendor and its RNs and LPN's have experience establishing effective communication systems with families to obtain prior notice of student absences or other changes in school attendance.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of nursing services to students with disabilities. The proposer will also provide retention/turnover rates of RNs and LPNs.
8. The Proposer will insure that assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City immediately upon request. The proposer will further insure that they will provide training to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.
9. The proposer will insure each nurse has training in CPR, administration of medications and use of the AED in addition to training required under federal or state law.
10. Each nurse provided must follow City and School District procedures, guidelines and other requirements as set forth by Waterbury School District representatives. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.
11. Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the City Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant laws.
12. The proposer will be responsible for the direct clinical supervision of the nurses provided to the City.
13. The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses' start and end times and provide verification of hours billed.

C. Scope of Services

1. The proposer agrees to provide approximately 12 nurses to provide school based individualized nursing services to students, ages 3-21, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for school based nursing services performed for the City during school hours,

and on the bus if required to travel to school with the student, on days the school is in session and the student is in attendance.

2. Nursing services must be provided by CT licensed, certified and qualified RNs or LPNs without delay to fill the immediate and changing needs of the Waterbury School District. The proposer will insure that all nurses working in the Waterbury School District have had satisfactory criminal background checks, drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
3. The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City. Each nurse will be assigned a student or students and other related responsibilities. They shall participate in planning and placement team meetings for individual students, write goals and objectives for the student's IEP, communicate with the student's health providers as necessary and provide other related services at the District's request.
4. The City currently provides nursing services to approximately 10 students. The nurse may work with one or more students based upon the students' individual health care plans. Students are primarily located in Waterbury schools. If authorized by Waterbury staff, nursing services may be needed at out of district facilities or if the student is receiving homebound instruction. Work hours consist of the hours the student is in school and include the transportation time if the nurse is riding the bus with the student for up to 7.5 hours per day. The nurse must be on time for the bus departure with the student.
5 Nursing services are needed for each school day following the school calendar of up to 181 days and for extended school year services for up to an additional 20 days in the summer. The nurse must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer.
6. The proposer will supervise its nurses and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's nurses will maintain nursing notes and other records as required by the City and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
7. Each nurse shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District, which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.

9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant nursing materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be ____July 1, 2024 – June 30, 2027_____.

E. Insurance

The respondent shall provide insurance as set for in Attachment D provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received by **2:00 PM on March 15, 2024**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury ProcureWare website by **March 19, 2024, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Professional Service Agreement in Attachment B.

15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.

16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP

may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***(7)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on March 26, 2024*.*** **Proposals received after that time shall <u>not</u> be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. <u>Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP</u>.

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

1. <u>Proposer Information</u>: Please provide the following information:

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

2. <u>Experience, Expertise and Capabilities</u>

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

    Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single **hourly rate for an RN and a single hourly rate for an LPN, for each year for three years,** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. In addition, the proposal shall include an hourly rate a RN and an LPN for accompanying the student on the bus or van without the need for services before or after the transportation. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?
b. Have you ever defaulted on a contract? If so, where and why?
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
h. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirement in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposal.

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and

46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

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

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

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE

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

Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

REQUEST FOR PROPOSAL
#8047
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

Special Education Nursing Services
Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$3,000,000 each Occurrence** **$3,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**
Abuse/Molestation Liability:	**$1,000,000 each Occurance** **$1,000,000 Aggregate** **(Applicable to Contractors working directly with Youth/Minors)**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

Section 4: Cost Proposal

Position	Year 1	Year 2	Year 3
Registered Nurse (R.N.)	$ 79 per hour	$ 79 per hour	$ 79 per hour
Licensed Practical Nurse (L.P.N.)	$ 59 per hour	$ 59 per hour	$ 59 per hour

March 19, 2024

Mr. Kevin McCaffery, Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Re: RFP #8047 Special Education Nursing Service for the City of Waterbury

Dear Mr. McCaffery,

My name is Leo R. Blatz, R.N., M.S.N. I am the Chief Executive Officer of Worldwide Travel Staffing, Limited ("Worldwide"). Enclosed please find Worldwide's formal response to RFP #8047 Special Education Nursing Services for the City of Waterbury, Department of Education.

For 31 years, Worldwide has delivered quality healthcare professionals to state, federal, and private healthcare facilities throughout the United States and internationally. Worldwide is a 100% female owned and operated New York State corporation. Worldwide is a certified by the Joint Commission as a Health Care Staffing Services Agency (HCO ID: 488772). Worldwide has had zero deficiencies or requirements for improvement through six consecutive compliance audits. Worldwide is licensed and authorized to do business in the State of Connecticut. Worldwide will provide competent staff to the City of Waterbury, Department of Education ("City") who possess the necessary training, education, and experience requirements outlined in the solicitation.

Worldwide routinely provides nurse staffing services to a variety of settings, including schools, public health departments, intermediate care facilities, and hospitals. Worldwide has worked closely with the City of Waterbury to provide nursing services to the Department of Public Health and Public School District since March of 2022. Worldwide maintains additional contracts with other school districts and educational institutions in Connecticut, Delaware, Kansas, Minnesota, New York, South Carolina, Tennessee, Virginia, and other locations nationwide. Additional locations where Worldwide provide healthcare staffing services to state-run facilities for child and adolescent clients with medical, behavioral health, and special needs are Alabama, Arizona, Colorado, Kentucky, Maine, Nebraska, North Carolina, Oregon, Texas, Vermont, Wisconsin, Wyoming, and others. All of us at Worldwide look forward to continuing successful staffing partnership with the City of Waterbury, Department of Education

I will continue to be the authorized representative and primary contact throughout the duration of this contract. I will be available 24 hours a day, seven days a week to answer any questions or address any concerns that may arise. My contact information is as follows:

Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda, NY 14150

Toll free no. 866-633-3700, ext. 101
Toll free fax no. 877-375-2450
Email: LBlatz@WorldwideTravelStaffing.com

If you have any questions or desire any clarifications for this response, please do not hesitate to contact me.

Sincerely,

Leo R. Blatz, R.N., M.S.N.
Chief Executive Officer

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..... Certification Regarding Debarment, Suspension, Ineligibility and Exclusion

..... Disclosure and Certification Affidavit Regarding Outstanding Obligations

..... Certificate of Insurance

Section 1: Proposer Information

a. **Firm Name: Worldwide Travel Staffing, Limited**

b. **Permanent Main Office Address: 2829 Sheridan Drive, Tonawanda NY 14150**

c. **Date Firm Organized: 1993**

d. **Legal Form of Ownership: New York State Corporation (FID 16-1432616)**

e. **Years of Service: 31 years**

f. **Names, Titles, Relationships, Background & Experience of Principal Members**

Management Team & Officers

President / Director of Nursing / Clinical Specialist - Laurie A. Dolega, R.N., M.S.N.
40 years of Corporate Executive Experience

Laurie A. Dolega, R.N., M.S.N., has over 40 years of experience as a Registered Nurse, 40 of which involved the direct management and placement of healthcare professionals. Ms. Dolega will be the Clinical Specialist throughout the duration of the contract, responsible for the screening and second interviews of all submissions.

Chief Executive Officer – Leo R. Blatz, R.N., M.S.N.
40 years of Corporate Executive Experience

Leo R. Blatz, R.N., M.S.N., will be the contact for clinical related matters throughout the duration of this contract. Mr. Blatz will be available 24/7 for immediate response to any contract questions or emergency situations. Mr. Blatz began working with state and federal government contracts in 1987. During his 40-year healthcare staffing career, Mr. Blatz has overseen $1B in contracts. Mr. Blatz has successfully negotiated and serviced contracts throughout the United States and 13 international locations.

Chief Operating Officer – Joseph B. Giaimo
26 years of Corporate Executive Experience

Joseph B. Giaimo supervises Worldwide's recruiters and their day-to-day recruitment of candidates to all client facilities. Mr. Giaimo is also responsible for the recruitment and reporting requirements associated with the Oklahoma Department of Veterans' Affairs, the Vermont Department of Mental Health, the New York State Office of General Services, the Texas Department of Criminal Justice, the North Carolina Department of Health and Human Services, numerous state hospital contracts and multiple large hospital associations.

Director of Government Contracting – Samuel J. Giordano III, M.B.A.
16 years of Healthcare Recruitment Experience

Sam Giordano oversees Worldwide's staffing operations with the Alabama Department of Health, the Mississippi Department of Veterans Affairs, the Minnesota State Academies for the Deaf and Blind, the West Virginia Department of Health and Human Resources, and the Wyoming Department of Health. Mr. Giordano also manages contracts with the Alaska Department of Corrections, and the New Hampshire Department of Corrections. Mr. Giordano collaborates with facility contracts to ensure qualified staff are available to satisfy facility staffing needs.

Vice President of Educational Staffing – Kevin Peters, B.A.
10 years of Healthcare Recruitment Experience

Kevin Peters presently manages Worldwide's contract with the City of Waterbury Public health Department and Public Schools. Kevin also oversees Worldwide's staffing operations with the Arizona Department of Economic Security, Arrowhead Medical Center/San Bernardino County California, the City of New Haven Schools, the Tennessee School for the Deaf, the Virginia Department of Behavioral Health and Developmental Services, Loudon County School District, the Virginia School for the Deaf, Medefis, Inc., the Minnesota Department of Veterans Affairs Homes, and the South Carolina Department of Mental Health.

Section 2: Experience, Expertise, and Capabilities

a. Philosophy Statement and Business Focus

Worldwide Travel Staffing, Limited ("Worldwide") strives to provide client facilities with the highest quality of healthcare professionals available to assist with their staffing needs. Worldwide guarantees to perform as a true staffing partner with its client facilities; and to do so in the most efficient and cost-effective manner.

Worldwide stresses to all staff that they are "guests" at the facilities, throughout their engagements. Worldwide's staff will follow all directives from the facility, be reasonable, flexible and act like a true team member at all times. Worldwide's core values center around servicing our clients' needs and treating all patients with quality care. Worldwide is proud to employ the most skilled and adaptable professionals available in the medical staffing industry. Worldwide is committed to collaborating with its client facilities to establish a successful staffing partnership.

b. Summary of Relevant Experience

References

1. Company Name: Virginia School of the Deaf and the Blind
   Contact: Lindsay Burris, Principal
   Phone Number: 540-332-9014

Email Address: Lindsay.burris@vsdb.k12.va.us
Project Dates: February 2022 – Present
Gross Cost: $150,000 to date
Scope:

Worldwide has provided temporary therapist services to the Virginia School for the Blind since June of 2022 to the present.

Completed in Original Timeframe & Budget?

Worldwide provided therapist services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

2. Company Name: City of New Haven School District and Health Department
   Contact: Monika Lopez, RN, Nurse Coordinator
   Phone Number: 203-836-4088
   Email Address: mlopez@newhavenct.gov
   Project Dates: February 2021 – Present
   Gross Cost: $6.5 M to date
   Scope:

The New Haven City Department of Health (CT) awarded Worldwide a contract in February 2021. Worldwide rapidly supplied nursing staff to the Department of Health and School District. Nurses are assigned to City schools, health clinics, vaccination sites, and other City locations.

Completed in Original Timeframe & Budget?

Worldwide provided nursing services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

3. Company Name: Utah Department of Juvenile Justice
   Contact: Jill McKinlay, Program Director, Office of Secure Programs
   Phone Number: 435-559-0142
   Email Address: jmckinla@utah.gov
   Project Dates: July 2018 – Present
   Gross Cost: $575,000 to date
   Scope:

Worldwide began working with the Utah Department of Human Services ("DHS") since July of 2018. The contract entails providing nursing services to the Southwest Utah Youth Center in Cedar City, Utah. A subsequent contract for the provision of identical services to two additional state-run facilities was awarded in March of 2020. Worldwide has additionally assisted with patient companion sitter projects at facilities in Salt Lake City and an electronic medical record implementation project.

Completed in Original Timeframe & Budget?

Worldwide provided nursing services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

Additional Experience

Worldwide routinely provides temporary nursing services to facilities identical to those outlined in the solicitation. Worldwide maintains contracts with school districts and child and adolescent facilities in Alabama, Arizona, Colorado, Connecticut, Delaware, Hawaii, Kentucky, Minnesota, New York, North Carolina, North Dakota, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Wisconsin, and other locations nationwide.

Worldwide began working with the City of Waterbury School District and Health Department in March of 2022. Worldwide provides nursing services to the health department clinics, and public schools under this contract. The New Haven City Department of Health awarded Worldwide a similar contract in February of 2021. Worldwide provides nursing and nurse practitioner services to the city clinics, vaccination sites, and public schools. Worldwide has had equal success rapidly deploying staff to both locations. Worldwide has provided nearly $7 M in nursing services to date.

Worldwide initially began providing nursing services to the New York State Schools for the Blind and Deaf in November of 2007. Worldwide was subsequently awarded a contract for the provision of nursing services to the Kansas School for the Blind in August of 2017. Worldwide was awarded similar contracts for the provision of therapy services to the Tennessee Schools for the Deaf (Nashville and Knoxville Campuses), and the Virginia School for the Blind in June of 2022, February of 2022, and September of 2023, respectively. Worldwide has similar contracts with the Lewiston-Porter School District in New York, the Colonial School District in Delaware, the Florence County School District #4 in South Carolina, Loudon County Public Schools in Virginia, and Valley Stream UFSD Thirty and Central High School Districts, in New York. Worldwide has provided more than $750,000 in school nursing services to the above locations. Worldwide has received positive feedback from facility administrators.

Worldwide was awarded the State of New York Executive Department, Office of General Services ("OGS"), Temporary Personnel Services contract (no. PS63482) in November 2007. The contract was recently renewed for an additional 5-year term in 2022. Under the OGS contract, Worldwide provides fully credentialed, professional registered nurses, licensed practical nurses, certified nursing assistants, surgical technologists, physical therapists, psychiatrists, physicians, dentists, and allied healthcare professionals to all OGS facilities. Some of these facilities include the following: the New York State Department of Corrections, City University of New York, Long Island DDSO, the New York State Office of Mental Health, Capital District DDSO, New York State Department of Health, New York State Workers Compensation Board, and others. Since the initial contract's inception, Worldwide has filled

97% of the shifts where job orders have been received from OGS facilities. Worldwide provides per diem and long-term healthcare professionals under the OGS contract.

Worldwide is a provider of agency nursing services to Loudoun County Public School District. Worldwide has also working with the Virginia Department of Behavioral Health & Developmental Services ("DBHDS") in 2012. Worldwide provides registered nurse, licensed practical nurse, and certified nursing assistant staffing services to DBHDS facilities. Since the initial contract award, Worldwide has provided nearly $12 M in agency staffing services to the state-operated facilities within the system. Worldwide has established exceptional relationships with Catawba State Hospital, Eastern State Hospital, Northern Virginia Mental Health Institute, Southern Virginia Mental Health Institute and the Commonwealth Center for Children and Adolescents. Worldwide was awarded a similar contract for the provision of locum tenens staff in May of 2017. Subsequent contracts for statewide nursing services and temporary medical staffing services were awarded for the DBHDS and Department of Corrections in October of 2022 and August of 2023.

Worldwide began working with the Utah Department of Human Services ("DHS") in 2018. The contract entails providing nursing services to the Southwest Utah Youth Center in Cedar City, Utah. A subsequent contract for the provision of identical services to two additional state-run facilities was awarded in March of 2020. Worldwide has additionally assisted with patient companion sitter projects at facilities in Salt Lake City and an electronic medical record implementation project. Worldwide has provided more than $575,000 hours of on-call and as-needed nurse staffing services to the Utah DHS since the initial contract award.

Worldwide was awarded a contract with the Minnesota State Academies for the Deaf and Blind for physical therapist supervisor services in December of 2020. Worldwide rapidly identified and placed a therapist to oversee two state-run school therapy programs for the deaf. Worldwide was also awarded a contract for the provision of temporary healthcare workers with the Minnesota Department of Administration, Department of Human Services ("MDHS") in September of 2020. The MDHS is a public sector client. The contract is for the provision of nursing and direct care staff to assist with COVID-19 relief at state and private run group homes, skilled nursing, substance use disorder, and assisted living facilities, homeless shelters and long-term care centers. Worldwide has rapidly supplied staff to various facilities throughout the state of Minnesota to relieve staffing strains caused by the COVID-19 pandemic. Worldwide has provided more than 200 healthcare professionals on more than 400 individual assignments.

Worldwide was awarded a contract with Alabama Department of Mental Health in October of 2020 to provide nursing services to three psychiatric facilities in Tuscaloosa. A subsequent contract for the provision of L.P.N. staffing services was awarded with the Alabama Department of Youth Services in April of 2021. The contract entails providing nursing services to three additional facilities in Birmingham and Montgomery. Worldwide has rapidly placed nursing staff at these locations. Worldwide has provided more than $2 M in temporary nursing services to the state of Alabama to date.

Worldwide began providing temporary nursing services to the Kansas Department of Administration ("KDA") in February of 2015. Worldwide added Larned State Hospital in

January of 2016 and the Kansas School for the Blind in August of 2017. Similar contracts for the provision of temporary nursing services and medical staffing were awarded with KDA and the Kansas Soldiers Homes. Worldwide additionally provided 20 COVID vaccination nurses within one week upon receipt of a request to facilitate a vaccination initiative in Topeka, Kansas for the Kansas Division of Emergency Management. A subsequent contract for the provision of Physical Therapist Staff ("PCSS") was awarded at Osawatomie State Hospital in February of 2023. Worldwide presently has more than 100 healthcare professionals assigned to the KDA facilities. The contract was renewed for an additional term through August of 2024. Worldwide has provided $110 M in staffing services to the state of Kansas.

Worldwide has worked closely with the Commonwealth of Kentucky to provide temporary nursing staff to various facilities since 2017. Worldwide maintains contracts with the Thomson-Hood Veterans Center, the Carl M. Brashear Radcliff Veterans Center and the Kentucky Cabinet for Health and Family Services, Department for Behavioral Health, Developmental and Intellectual Disabilities ("DBHDID"). Worldwide has provided emergency COVID-19 staffing services to Thomson Hood and DBHDID facilities. Worldwide provides staff to Western State Hospital, Western State Nursing Facility, Glasgow Skilled Nursing Facility, and the Kentucky Correctional Psychiatric Center under the contract with the DBHDID. An additional contract for nursing services to state-run youth detention, group home, and developmental centers was awarded in August of 2022. Worldwide has provided $9 M in temporary nursing and nurse aide staffing services to the Commonwealth of Kentucky since the initial contract award in November of 2017.

Worldwide was awarded a contract for the provision of nursing services to the Arizona Department of Economic Security ("DES") in March of 2020. The contract entails providing long-term and as-needed temporary registered nurse and licensed practical nurse staff to state-run group homes, intermediate care facilities and training programs throughout Arizona. Worldwide seamlessly transitioned over 30 nurses from the previous vendor within two weeks of award. Worldwide also credentialed and hired additional nurses to assist with ongoing staffing needs during the COVID-19 pandemic. All nurses are required to have prevention and support, tracheotomy, and ventilator certifications prior to beginning work. Worldwide has provided more than $3.25 M in nursing services to the AZ DES to date.

Worldwide has been working with the State of Colorado since 2014. The CO DHS awarded Worldwide contract number SDSD1460203IIB for the provision of temporary medical staff at the Colorado Mental Health Institutes at Pueblo and Fort Logan in July of 2014. Subsequent contracts were awarded for temporary nursing and clinical medical staffing services in June of 2017 and July of 2018. The current contracts run through 2023 and 2025, respectively. Worldwide has also held contracts with various public health departments and private healthcare facilities in the state of Colorado including Clear Creek County, Pueblo County, Routt County, and numerous private healthcare facilities throughout the state of Colorado. Worldwide has provided more than $10 M in temporary medical staffing services to Colorado facilities date.

Worldwide has been a primary provider of temporary nursing staff to the North Carolina Department of Health and Human Services, Division of State Operated Healthcare Facilities ("DSOHF") since 2010. In March of 2010, the DSOHF awarded Worldwide Primary Vendor

Status for all DSOHF operated facilities. The contract was renewed for additional three-year terms in April of 2012, June of 2016, and January of 2021. Worldwide currently has more than 200 healthcare staff assigned to North Carolina facilities.

Worldwide provides mental health and medical nursing services to patients of all age ranges, pediatric through geriatric, at nine DSOHF locations including: Broughton Hospital, Central Regional Hospital, Cherry Hospital, and the Division of Services for the Blind. Worldwide added three state-run alcohol and drug abuse treatment centers as an addendum to the DSOHF contract between 2012 and 2014. Worldwide also established an "as needed" healthcare technician staffing pool at the Black Mountain Neuro-Medical Treatment Center in 2012. Worldwide began working with the Murdoch Developmental Center in 2016. The Murdoch Center is a state-run developmental center in North Carolina, providing support to adult patients with intellectual and developmental disabilities, complex behavioral challenges, or medical conditions. Worldwide has placed directors of nursing, supervisory psychologist, and psychiatrist staff in North Carolina as addendums to the DSOHF contract. Worldwide has developed an excellent staffing partnership with the state of North Carolina.

Worldwide maintains a per-diem staffing contract with the state of Hawaii Office of Youth Services at the Hawaii Youth Correctional Facility. The contract was awarded July 2014 and was extended for an additional five-year term through October of 2024. Worldwide provides registered nurses that assess and treat the physical and mental health of patients ages 12 to 19. A subsequent contact for the provision of nurse practitioner staff was added in November of 2019 with an affiliate organization, Residential Youth Services & Empowerment. A subsequent contract for the provision of nursing, nurse practitioner, and certified nursing assistant staff was awarded in November of 2021. Worldwide has provided nearly $6 M in staffing services to the state of Hawaii since the initial contract award in 2014.

Worldwide currently maintains contracts with the following large hospital associations: HealthTrust Workforce Management Solutions (formerly Parallon / All About Staffing, Inc., Hospital Corporation of America), Medefis, Kaiser Foundation Hospitals, New Mexico Hospital Association, and the South Carolina Hospital Association. International contracts are active in the U.K., Ireland, Australia, and New Zealand

c. Personnel Listing

Chief Executive Officer – Leo R. Blatz, R.N., M.S.N.
40 years of Corporate Executive Experience

Leo R. Blatz, R.N., M.S.N., will be the contact for clinical related matters throughout the duration of this contract. Mr. Blatz will be available 24/7 for immediate response to any contract questions or emergency situations. Mr. Blatz began working with state and federal government contracts in 1987. During his 40-year healthcare staffing career, Mr. Blatz has overseen $1B in contracts. Mr. Blatz has successfully negotiated and serviced contracts throughout the United States and 13 international locations.

Chief Operating Officer – Joseph B. Giaimo
26 years of Corporate Executive Experience

Joseph B. Giaimo supervises Worldwide's recruiters and their day-to-day recruitment of candidates to all client facilities. Mr. Giaimo is also responsible for the recruitment and reporting requirements associated with the Oklahoma Department of Veterans' Affairs, the Vermont Department of Mental Health, the New York State Office of General Services, the Texas Department of Criminal Justice, the North Carolina Department of Health and Human Services, numerous state hospital contracts and multiple large hospital associations.

Director of Government Contracting – Samuel J. Giordano III, M.B.A.
16 years of Healthcare Recruitment Experience

Sam Giordano oversees Worldwide's staffing operations with the Alabama Department of Health, the Mississippi Department of Veterans Affairs, the Minnesota State Academies for the Deaf and Blind, the West Virginia Department of Health and Human Resources, and the Wyoming Department of Health. Mr. Giordano also manages contracts with the Alaska Department of Corrections, and the New Hampshire Department of Corrections. Mr. Giordano collaborates with facility contracts to ensure qualified staff are available to satisfy facility staffing needs.

Vice President of Educational Staffing – Kevin Peters, B.A.
10 years of Healthcare Recruitment Experience

Kevin Peters oversees Worldwide's staffing operations with the Arizona Department of Economic Security, Arrowhead Medical Center/San Bernardino County California, the Shelby County Board of Education, the Tennessee School for the Deaf, the Virginia Department of Behavioral Health and Developmental Services, Loudon County School District, the Virginia School for the Deaf, Medefis, Inc., the Minnesota Department of Veterans Affairs Homes, and the South Carolina Department of Mental Health.

Resumes

Enclosed please find the personnel listed resumes.

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d. Conflict of Interest

Worldwide does not have any business, financial, personal, or any other type of relationship that poses a conflict of interest within the past 3 years.

Section 3: Statement of Qualifications and Work Plan

a. Qualifications

Worldwide is a New York State corporation established in 1993 (FID 16-1432616). Worldwide is a certified by the Joint Commission as a Health Care Staffing Services Agency. (HCO ID: 488772). Worldwide has had zero deficiencies or requirements for improvement through six consecutive compliance audits. For 31 years, Worldwide has delivered quality healthcare professionals to state, federal government, and private healthcare facilities throughout the United States and internationally. Worldwide has the qualifications and experience necessary to responsibly perform the services outlined in the solicitation. Worldwide routinely deploys healthcare professionals to settings identical to those described in the RFP. Some of these clients include public and private schools, public health departments, pediatric clinics, child and adolescent psychiatric and medical hospitals, intellectual and developmental disability facilities, juvenile secure facilities, and youth centers. Worldwide maintains contracts with school districts and educational and youth institutions in Alabama, Arizona, Connecticut, Delaware, Hawaii, Kentucky, Minnesota, New York, South Carolina, Tennessee, Texas, Utah, and other locations nationwide.

Worldwide has ample knowledge and understanding of school nursing recruitment, placements, and oversight. Worldwide has effectively collaborated with client facilities globally to achieve safe staffing levels and continuity of care for students and numerous school districts. Worldwide is familiar with the nuances of city, county, and state government practices, procedures, laws, and regulations. Worldwide places a strong emphasis on customer service, visibility, continuity of care and client satisfaction, which includes a proven history of flexibility and adaptability. Worldwide will provide competent staff who possess the necessary training, education and experience in the specific areas outlined in the bid. Worldwide is confident that the current administration at the City of Waterbury will attest to Worldwide's skillset and abilities.

Worldwide recognizes that the contract and initial transition must be an ongoing, collaborative, and adaptive process. Worldwide will immediately implement changes and make improvements whenever requested within 24 hours of notification. Worldwide will aggressively advertise and recruit during the days and weeks following the award, to fill any additional vacancies, ensuring quality services and safe staffing levels for the students of the City of Waterbury ("City"). Worldwide does not anticipate any potential problems or issues that will arise in the contract or during the recruitment stage.

Worldwide will secure the necessary compliance documentation required for employment per the State of Connecticut, City, and Joint Commission standards. Once all compliance documentation has been received and the appropriate compliance forms have been completed, the recruiter will present the information to Worldwide's Clinical Specialist. The Clinical

Specialist will perform a second review of the documentation. If all documentation is in order, the Clinical Specialist will sign off on the compliance forms for each AHP submitted. Only those candidates that satisfy the criteria outlined in Worldwide's credentialing process and meet the City's specific requests shall be considered for submission.

Capacity and Capability

Worldwide currently has a pool of more than 1,200 travel and local healthcare professionals actively employed at more than 500 facilities throughout the continental United States and its territories. Worldwide maintains an active database of over 350,000 qualified healthcare professionals. The database is updated via targeted local and national journal advertising, a user-friendly website, practitioner referral programs, and a benefits package that is unsurpassed in the industry. All eligible candidates are available for consideration with the City. Worldwide is familiar with the nuances of city and state government practices, procedures, laws, and regulations. Worldwide places a strong emphasis on customer service, visibility, continuity of care and client satisfaction, which includes a proven history of flexibility and adaptability.

Worldwide recognizes that the contract must be an ongoing, collaborative, and adaptive process. Worldwide has a team of more than 75 full-time office staff members dedicated to carrying out administration, clinical oversight, recruitment, quality assurance, marketing, accounting, information technology, and all aspects of the project.

Worldwide will show sufficient understanding and qualifications necessary to successfully execute the scope of the work for the City and the Department of Education. Worldwide has an established contract for nursing services with the City and has a proven track record of working quickly and effectively upon notification of award. Worldwide will utilize our time-tested recruitment and quality assurance plan to ensure that we are providing efficient personnel to perform the scope of work provided and any other tasks that might be required for this solicitation. Tasks shall include, but not be limited to recruitment, interviewing, quality assurance, reporting, and experience.

b. Work Plan

Worldwide's keen understanding of the educational healthcare market has allowed Worldwide to effectively collaborate with schools and youth client facilities globally to achieve safe staffing levels for more than 30 years. Worldwide will follow all the qualifications and deliverables outlined in the RFP. Worldwide will provide competent R.N. and L.P.N. staff who possess the necessary training, education and experience in the specific areas outlined in the bid. Worldwide will comply with current and future standards established by the state and City. Worldwide will demonstrate sufficient understanding and qualifications necessary to successfully execute the scope of the work for the City of Waterbury, Department of Education by providing a comprehensive hiring and compliance process through confirming candidate experience, qualifications, and compatibility with the City's scope of work and staffing needs. Worldwide is a flexible and accommodating staffing partner with a proven history of success on similar projects.

Understanding Scope of Work

Worldwide understands and agrees to provide the City with 12 or more nurses (R.N.s or L.P.N.s) that are appropriately licensed and experienced with providing individualized school-based nursing services to students ages 3 – 21 who have IEPs and IHCPs. Worldwide's nursing staff shall understand they will be working the hours and days required by the City during the school year including during the summer program if applicable. Worldwide will only bill for school hours worked, including if the nurse must travel with the student on the bus. All nurses will have a valid and active Connecticut nursing license and shall be qualified to provide nursing services to the City without delay. Worldwide will ensure that all provided nurses will have had a satisfactory criminal background check, drug test, and DCF registry check, as required under law and will provide proof to the City prior to the assignment start date.

Nurses will work under the supervision of the Worldwide. Worldwide nurses understand they will be assigned a student or multiple students and will be assigned other related responsibilities. Nurses will participate in planning and placement team meetings for the students, write goals and objectives for the student's IEP, communicate with the student's health providers as necessary, and will provide other related services at the District's request. Nurses shall understand that they may work with one or more students based on the students' individual health care plans. Worldwide and nursing staff understand that if authorized by Waterbury staff, services may be needed out of the district facilities or if the student is receiving homebound instruction. Nurses work days will consist of the hours the student is in school and the transportation time if the nurse is riding the bus with the student. Nurses will ensure they are on time for the bus departures. Worldwide and provided nurses understand that nursing services are needed for each school day following the school calendar of up to 181 days and for extended school year services for up to an additional 20 days in the summer. Nurses will provide their own transportation to the student's home or school.

Worldwide will supervise and monitor provided nursing services and bill for only time worked by the nurses. Worldwide will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. Worldwide will ensure that all terms of the contract are being adhered to. All nurses will maintain their nursing notes and other records as required by the City, and in compliance with all relevant federal, state, local, and district laws, policies, procedures, regulations and ethical standards. Nurses will provide the District with timely and complete reports and Medicaid documentation in a form and manner acceptable to the District, the State of Connecticut Department of Social Services regulations, and other relevant law. Worldwide will provide substitute nursing staff for those who are absent and provide in-service professional development and relevant nursing materials to Waterbury staff and parents when requested by the District.

Recruitment Process

Worldwide is prepared to continue recruitment and providing candidates for consideration immediately upon notification of award. Worldwide maintains an active database of over 350,000 healthcare professionals. The database is updated daily due to targeted national advertising, a user-friendly website, practitioner referral programs and a benefits package that is unsurpassed in the industry. Our active approach to recruiting has been proven to fill vacancies rapidly and efficiently. All candidates will maintain licensure and certifications that are active and in good standing in Connecticut.

Worldwide advertises monthly in almost every major industry periodical and numerous regional and local publications. Each week, hundreds of potential candidates contact Worldwide in response to print advertising and other recruitment activities while an average of more than 300 electronic applications per week go through our website.

Recruitment efforts include, but are not limited to national advertising, "cold calls" by recruiters, email blasts, referral programs, mass mailings, and an established internet presence via our website and various social media. Worldwide also participates and exhibits in numerous healthcare-related conferences and conventions. Additionally, Worldwide maintains subscriptions to online job services such as Indeed, ZipRecruiter, Monster, Absolutely Healthcare and Career Builder.

Candidate screening and submissions will take place immediately following the contract award. Worldwide provides candidates for consideration on average, within 48 to 72 hours of request. Most candidates will be submitted within 24 hours of receipt of a job order. Worldwide will immediately respond to any requests made by the City for nursing services as to whether staff are available. Most requests will be replied to immediately upon receipt or within a few minutes thereof.

Worldwide is available to field requests for healthcare personnel 24 hours-per-day, 365 days-per-year, including holidays. Worldwide does not utilize an answering service. A live representative will be available off-business hours, on weekends and holidays to field staffing requests.

Proposed Staff Personnel Listing and Resumes – Enclosed are the following candidate resumes.

Registered Nurses:	Latoya Hall, R.N. Nina Boles, R.N. Nayanka Duplan R.N. Maria Emejeamara R.N. Amanda Percopo, R.N. Rahteisha Pittman, R.N.
Licensed Practical Nurses:	Kaila Durham, L.P.N. Turquoise Reid, L.P.N. Kandeshia Bryant, L.P.N.

Staff Turnover

Worldwide's turnover rate is 16%. Contract extensions are encouraged and frequent. Failed assignments are uncommon. More than 80% of Worldwide healthcare professionals extend assignments following the completion of their initial engagement. Much of this can be attributed to Worldwide's Loyalty Rewards Program and a healthcare benefits package that is fully compliant with the Affordable Care Act and is unsurpassed within the industry. Worldwide also provides 401(k) and a Referral Bonus Program to attract and retain our healthcare professionals. It is common for Worldwide healthcare professionals to remain active for multiple years. Worldwide has seventy-eight (78) nurses available to deliver school nursing services as of the time of RFP submission.

Quality Assurance

Worldwide utilizes a time-tested Performance Improvement Program. The program is specifically designed to monitor the system of accountability in the administration, supervision, and management of Agency Healthcare Professionals ("AHPs"), as well as the ongoing review of company policies and procedures. The program promotes quality patient care, comprehensive hiring and credentialing practices, and employee performance monitoring. Adherence to the values and framework of the Performance Improvement Program has enabled Worldwide to provide the highest quality of personnel and customer service to our valued clients.

The process begins with the receipt of a signed and dated application for employment and skills checklist. The documents are reviewed to ensure an appropriate candidate fit. The skills checklist is updated annually, and the credentials of the applicant are verified. Professional licensure and certifications are verified with the appropriate agencies, employment references and work experience are confirmed, and Excluded Parties List System ("EPLS") and Office of Inspector General ("OIG") searches are conducted. Worldwide utilizes Clinical Assessments Company by Prophecy to perform medication tests and skills verification. The candidate's file is reviewed by the Clinical Specialist. An interview is conducted to ensure that the candidate has the appropriate skill set and experience to be considered for the job order.

The following is a list of requirements and documentation for Worldwide personnel. All documentation and credentialing meet or exceed the City's standards. The documentation is forwarded to the facility upon notification of interest in a candidate's application:

- A completed employment application or resume and interview exploring work history and skills checklist
- Proof of graduation from an accredited nursing program
- Proof of a minimum of one (1) year of healthcare experience working with students with disabilities ages 3 - 21 in a school district, youth facility, public health clinic, or similar setting
- Professional references from previous employers confirming clinical skills, experience, and proven track record providing similar services including experience in school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans
- Current and valid R.N. or L.P.N. licensure within the State of Connecticut
- A current copy of AED and CPR and any other certificates as determined in accordance with the facility requirements
- Any additional training that is required by the facility prior to start date
- A copy of an annual physical examination
- A copy of an annual PPD or copy of chest x-ray and TB screening questionnaire
- Signed documentation stating AHP has immunization, is in the process of receiving vaccine, or is declining the vaccination as relates to Hepatitis B or Hepatitis A
- MMR Titer or immunization series
- Varicella Titer or immunization series
- Hepatitis B immunization series
- COVID vaccination series, exemption, or declination
- Annual influenza vaccination, exemption, or declination
- Fingerprinting, criminal background checks, and DCF registry checks conducted in accordance with facility specifications
- A drug screen prior to beginning work assignment and annually thereafter
- OIG and EPLS searches
- A completed I-9 form, including a photocopy of driver's license and social security cards
- Annual in-service training covering the following topics:
    - standard precautions
    - bloodborne pathogens
    - universal precautions
        - fire/electrical safety
    - OSHA hazard communications policy
    - Age Specific Competency
        - Worldwide's Age Specific Education and Post Test form is being utilized in a career technical education program in Oklahoma to help prepare a variety of health care students for clinical.
    - HIPAA training
    - violence prevention

  - diversity in the workplace
  - national patient safety goals
  - Sexual harassment prevention training
- Any additional requirements which may be requested by the facility or by contract

Once all compliance documentation has been received and the appropriate compliance forms have been completed, the recruiter will present the information to Worldwide's Clinical Specialist. The Clinical Specialist will perform a second review of the documentation. If all documentation is in order, the Clinical Specialist will sign off on the compliance forms for each AHP submitted.

Only those candidates that satisfy the criteria outlined in Worldwide's credentialing process and meet the facility's specific requests shall be considered for submission. The requirements established by the contract provisions are reviewed. Should the profile meet or exceed both criteria, the AHP's file will be completed and submitted with the required documentation for review by the designated facility contact. If the facility contacts requests that the AHP be assigned directly to a position, that preference will be accommodated. Immediately following the AHP's acceptance of assignment, Worldwide will provide a confirmation letter to the facility contact.

Worldwide is committed to obtaining and monitoring all AHP compliance. Upon initial acceptance of an assignment, the AHP is issued written correspondence outlining the compliance documentation that is required. Any compliance items that may expire during the life of the contract are flagged, and the date the updated documentation is required will be listed. All compliance is to be submitted to Worldwide prior to the start of the assignment.

Worldwide's Compliance Officer reviews the compliance forms and continually monitors AHP performance. This practice ensures that AHPs maintain compliance with all evaluation, education, certification, and facility requirements. Self-evaluation forms are sent to AHPs during the first month on assignment. Client evaluation (evaluation of off-site agency personnel) forms are sent to the facility prior to the AHP's completion of an assignment. The evaluation forms are placed in the AHP's file and updated annually and at the completion of each.

Worldwide's Performance Improvement Committee conducts monthly meetings to assure the regulated approach to quality customer service and healthcare needs are satisfied. The meetings include: Worldwide's Clinical Director, Chief Executive Officer, Chief Operating Officer, Compliance Officer, and designated Account Manager. During the monthly meetings, new information or any variances from the facility's expectations are explored. Recommendations for improvements in service delivery are discussed and implemented if necessary. Policies are created or revised as indicated.

Worldwide's Clinical Director, Leo R. Blatz, R.N., M.S.N., is available to all facilities 24 hours a day, seven days a week. Mr. Blatz will be available to meet onsite at any facility within 24 hours of a request. Mr. Blatz routinely visits client facilities approximately once every three

months. Meetings are held with active staff to identify and rectify any problems. Summaries of the meetings are provided to the client facilities when indicated.

Evaluation Process

The self-evaluation forms, client evaluation forms, clinical specific screening exams and skills checklists assist Worldwide's Account Manager and Clinical Specialist in evaluating AHPs and detecting potential areas of improvement. The Clinical Specialist will use this information to work with the AHP to identify continuing education programs that will be beneficial. Worldwide recognizes that maintaining quality patient care requires continued education. All AHPs are encouraged to advance their education and certifications by attending in-service programs and continuing education courses. Worldwide compensates full-time AHPs for attendance at both mandatory and non-mandatory in-service programs.

Worldwide utilizes Clinical Assessments by Prophecy to provide Continuing Education Credits, clinical competency examinations and assessments to AHPs. All assessments are completed online and are automatically scored, providing Worldwide with immediate results pinpointing behaviors and assessing knowledge. The online program offers a valid and reliable way to evaluate both applicants and incumbents, thereby advancing patient safety and satisfaction, while reducing turnover.

Worldwide utilizes Goldmine customer relationship management software to manage healthcare staff and client contacts, track placements, store electronic notes and records, print reports and monitor compliance. The software enables Worldwide to maintain detailed information on all candidates. Recruiters regularly compile information on each candidate as it relates to their qualifications, experience level, expertise in specific disciplines and past performance. That information is filtered and applied to the specific needs of the client.

Goldmine is also used to collect and analyze monthly data on compliance. The software tracks compliance and executes monthly reports flagging individuals with compliance items that are scheduled to expire and require action. The reports notify expiration of compliance documentation at 60 and 30-day intervals, prior to the date of expiration. Worldwide's Compliance Officer oversees the data collection and follows up on the reports to ensure that AHPs remain in compliance.

Immediately upon the receipt of any inquiries, complaints or other incidents reflecting irregularities from any participating institution, the Account Manager, Clinical Specialist, Chief Executive Officer, and any other staff indicated, will meet to investigate the matter. A conference call may be requested with the facility to discuss the details of the incident. If the incident is of a serious nature, the Chief Executive Officer and Clinical Specialist will meet on site at the facility. The meetings shall be held within 24 hours of the initial report and scheduled at the facility's convenience.

Worldwide's Performance Improvement Committee conducts monthly meetings to assure the regulated approach to quality customer service and healthcare needs are satisfied. The meetings include: Worldwide's Clinical Director, Chief Executive Officer, Chief Operating Officer,

Compliance Officer, and designated Account Manager. During the monthly meetings, new information or any variances from the facility's expectations are explored. Recommendations for improvements in service delivery are discussed and implemented if necessary. Policies are created or revised as indicated.

Original copies of all the above documentation will be maintained in employee files located at 2829 Sheridan Drive, Tonawanda, NY 14150. All files are maintained in accordance with privacy and non-discriminatory regulations enforced by both federal and state laws.

Reporting Methodology

Worldwide recognizes the importance of maintaining service level commitments, routine communication, proper invoicing, payment, and adherence to mandatory reporting requirements. Worldwide accepts and agrees to the following reporting requirements including, but not limited to:

- Communicating with staffing leadership to provide continuous feedback and improvement.
- Invoices will be sent to the City monthly and provide backup documentation with the invoice
- Invoices shall itemize the work for hours worked, nurses start and end times, and provide verification of hours billed, contract number, nurse's name, job title, and school
- Submitting any additional information or reports as requested by the City



Section 4: Cost Proposal

Worldwide's cost proposal is enclosed separately.

Section 5: Information Regarding: Failure to Complete Work, Default and Litigation

a. Worldwide has never failed to complete any of the work awarded to in 31 years. Worldwide has successfully completed all work in the contracts awarded.

b. Worldwide has never defaulted on a contract.

c. Worldwide does not have any pending litigation that could affect Worldwide's ability to perform this agreement.

d. Worldwide has not had a contracted terminated for cause within the past five years.

e. Worldwide has not been named in a lawsuit related to errors and omissions within the past five years.

f. Worldwide has not filed for protection under the Federal bankruptcy laws in the past seven years.

g. Worldwide has not exceeded the amount of the contract we were awarded unless an official addendum was awarded and signed by all parties. Worldwide is a sufficient and reliable staffing partner and normally provides additional staff to our contracts when requested by the clients.

h. No, there is no other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware of.

Section 6: Exceptions and Alternatives

Worldwide holds no exceptions to any of the requirements listed in the RFP. Worldwide accepts all terms and conditions outlined in the RFP.

Conditions

Worldwide is willing and agrees to adhere to all the conditions outlined in Section H: Conditions of the proposal.

Section 7: Additional Data

All School District References:

1. Facility Name: Virginia School of the Deaf and the Blind
   Contact Name & Title: Lindsay Burris, Principal
   Address:
   104 VSDB Dr,
   Staunton, VA 24401
   Phone Number: 540-332-9014
   Email Address: lindsay.burris@vsdb.k12.va.us

2. Facility Name: City of Waterbury School and Public Health Department
   Contract Name & Title: Lois Mulhern, BSN, RN, Nursing Supervisor
   Address:
   South Main Street,
   Waterbury, CT 06705
   Phone Number: 203-574-6680
   Email Address: lmulhern@waterburyct.gov

3. Facility Name: Florence County School District #4
   Contact Name: LaTisha Pegues
   Address:
   304 Kemper St,
   Timmonsville, SC 29161
   Phone Number: 843-346-3956 ext. 2114
   Email Address: lpegues@florence4.k12.sc.us

4. Facility Name: Minnesota State Academies
   Contact Name: Brittany Thomforde, Student Support Services Director
   Address:
   615 Olof Hanson Drive
   Fairbault, MN 55021
   Phone Number: 507-384-6677
   Email Address: brittany.thomforde@msa.state.mn.us

5. Facility Name: Valley Stream union Free School District 30
   Contact Name: Jeanine Wiese, R.N.
   Address:
   175 N. Central Ave.
   Valley Stream, NY 11580
   Phone Number: 516-457-5576
   Email Address: v jwiese@vs30.org

6. Facility Name: City of New Haven School District and Health Department
   Contact Name: Monika Lopez, RN, Nurse Coordinator

Address:
165 Church Street
New Haven, CT 06510
Phone Number: 203-836-4088
Email Address: mlopez@newhavenct.gov

7. Facility Name: Shelby County Board of Education
Contact Name: Dr. Patricia Bafford, Senior Manager, Health Services
Address:
160 S. Hollywood St
Memphis TN 38112
Phone Number: 901-416-5600
Email Address: baffordpd@scsk12.org

8. Facility Name: Tennessee Schools for the Deaf, Nashville Campus
Contact Name: Caroline Lucido, M.S., CCC-SLP, IEP and Eligibility
Address:
710 James Robertson PKWY,
Nashville TN 37243
Phone Number: 865-361-6121
Email Address: c.lucido@tsdeaf.org
9. Facility Name: Tennessee Schools for the Deaf, Knoxville Campus
Contact Name: Rachel Loope, IEP Administrative Assistant
Address:
2725 Island Home Blvd.,
Knoxville, TN 37920
Phone Number: 865-579-2417
Email Address: r.loope@tsdeaf.org

10. Facility Name: Lewiston-Porter School District
Contact Name: Melissa Laun, Director of Special Education and Grants
Address:
4061 Creek Road,
Youngstown, NY 14174
Phone number: 716-286-7250

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street ◆ Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 31, 2024

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of Amendment Two (2) to the Memorandum of Understanding with Post University for Academic Partnership/High School Academy at Post University.

The aforementioned was approved by the Board of Education at its Special Meeting of July 11, 2024.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Michael Merati
Supervisor of Career & Technical Education
(203) 573-5029
mmerati@waterbury.k12.ct.us

Memorandum

To: Board of Education and Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: July 3, 2024

Re: Board of Education Second Amendment Approval Request CRTARP23-140 / Amendment 2
Executive Summary – Post University MOU Original CRTARP21-185

The Academic Office/Education Department respectfully requests your approval, subject to the approval of the Board of Education and the Board of Aldermen for the above-referenced second amendment to the original contract CRTARP21-185 to enroll students who wish to participate in the High School Academy between the City of Waterbury and Post University.

This contract was initiated after approval as a sole source. Under this contract/MOU all Post University High School Academy courses become available for Waterbury Public Schools students to enroll if they meet stated requirements.

The Contract/MOU is effective on the date signed by the Mayor. The first amendment to CRTARP21-185 identified a tiered pricing structure based on the total number of enrolled students. This enabled WPS to double the number of students enrolled for the same price as the previous cost structure. This second amendment provides additional cost per student savings for the course and price below. The funding sources are Turnaround and Title 4 grants.

1. Course CTC101 - College Success Seminar. $125 per student

Accordingly, attached for your review and consideration are the proposed contract, the successful responders' Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: Tom Parisot
File: CRT23-140

Amendment 2

to

MEMORANDUM OF UNDERSTANDING

ACADEMIC PARTNERSHIP - HIGH SCHOOL ACADEMY AT POST UNIVERSITY

WATERBURY PUBLIC SCHOOLS AND POST UNIVERSITY

THIS AMENDMENT 2 (“Amendment 2") is by and between the City of Waterbury, Waterbury Public Schools (collectively, "Waterbury") located at 236 Grand Street, Waterbury, CT 06702 and Post University (aka, "Post") (Jointly referred to as the "Parties" to this Amendment).

WHEREAS, Waterbury and Post entered into a Memorandum of Understanding, effective on August 23, 2022, to establish a partnership wherein Post will offer identified courses to Waterbury students under Post’s High School Academy program (the "Agreement" or "Contract"); and

WHEREAS, Waterbury and Post entered into an Amendment to Memorandum of Understanding, effective on July 28, 2023, to expand the scope of the program’s course offerings and in order to provide for a tiered financial structure (“Amendment 1”); and

WHEREAS, the Parties hereby wish to amend the Agreement, as amended, in order to provide for a college readiness program for the 2024-2025 academic year (Course CTC101 - College Success Seminar) at a discounted rate. The Agreement, as amended, shall remain in full force and effect in all other respects.

NOW THEREFORE, it is mutually agreed as follows:

1. **"Financial Structure" shall be amended to read as follows**:

Financial Structure

A. Waterbury will pay a tuition per each student enrolled in each 3-credit course based on the number of students enrolled in the course:

- 1-100 students enrolled = $300/student
- 101-200 students enrolled = $225/student

- 201-and above enrolled = $150/student

This discounted tuition may not be combined with any other discounts, grants, or institutional aid offered by Post University.

Waterbury students will be considered non-matriculated students and not eligible for Title IV funding. POST University retains the right to review and revise the tuition at any time. POST University will invoice Waterbury at the start of each term and payments will be NET 30 Days from the first day of the term or semester in which courses are delivered.

Waterbury Students who participate in High School Academy and continue their undergraduate studies in Post's online program will receive a 20% tuition discount. The 20% tuition discount cannot be combined with any other scholarships offered by Post. Waterbury students may be eligible for additional generous University scholarships as detailed on the Post University Scholarship page: http:// www.post.edu/tuition-and-financial-aid/financial-aid/campus/scholarships. Main campus applications and corresponding financial packages will be reviewed on a case-by-case basis. Online and Main Campus tuition discounts, as well as University scholarships, may be combined with scholarships and grants provided by third parties, such as the US Department of Education.

B. Waterbury will pay a tuition of $125 per each student enrolled in the College Readiness programming at Wilby High School (CTC101: College Success Seminar) during the 2024-2025 academic year.

Compensation for Post's services under this subpart B shall not exceed Fifty Thousand dollars ($50,000.00).

POST UNIVERSITY, INC.

_____ _____

Scott Allen Date
Senior Vice President
Post University

WATERBURY PUBLIC SCHOOLS

_____ _____

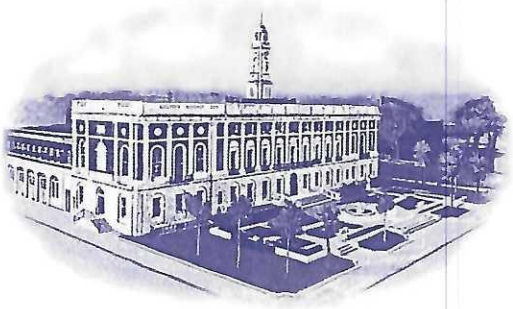
Superintendent of Schools Date

City of Waterbury

_____ _____

Paul K. Pernerewski, Jr., Mayor Date

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Michael Merati, Supervisor of Career & Technical Education

From: Kevin McCaffery, Director of Purchasing KM

Subject: Contract Amendment #2 between Post University and Waterbury Public Schools for WPS Student College Credit

Date: May 7, 2024

I have reviewed the information provided by Michael Merati, Supervisor of Career & Technical Education, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.

Therefore, it is my opinion to proceed with the amendment with Post University.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

Michael Merati
Supervisor of Career & Technical Education
(203) 573-5029
mmerati@waterbury.k12.ct.us

May 7, 2024

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Re: Request for Letter of Consistency to Amend Sole Source MOU
(1) MOU WPS Student College Credit - Post University [CRTARP23-140]

Dear Mr. McCaffery,

My department seeks to amend the MOU WPS Student College Credit between the City of Waterbury and Post University. Post University and WPS agreed to a 5-year MOU with an option to renew with students specifically in CTE courses. The first amendment included all WPS students as well as modifying the cost structure to a tiered system that decreases per-student costs based on enrollment. This new amendment enables WPS to offer 1 specific course detailed below for a discounted rate than previously agreed upon. The scope of services and all other terms and conditions of the original MOU and prior amendment remain the same.

1. Course CTC101 - College Success Seminar. $125 per student

The Waterbury Public Schools and Career and Technical Education department has a continuing need for this opportunity and would like to expand opportunities for students while being mindful of a sustainable budget.

Thank you for your consideration,

Michael Merati
Supervisor of CTE
Waterbury Public Schools

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 19, 2024

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of a *Professional Services Agreement* with Hibbard & Rosa Architects, LLC, in the not to exceed amount of $13,920.00, for Bergin Education Complex Roof Replacement Construction Administration Services.

The aforementioned was approved by the Board of Education at its regular meeting of July 18, 2024.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc: M. Cherubini
J. Gay

WATERBURY
PUBLIC SCHOOLS

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EXECUTIVE SUMMARY

DATE: July 9, 2024

TO: Honorable Board of Education Commissioners
Honorable Board of Alderman Members

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Professional Services Agreement for the Bergin Education Complex Roof Replacement Construction Administration Services with Hibbard & Rosa Architects, LLC

The Education Department respectfully requests your review and approval of a professional services agreement pertaining to roof replacement at the Crosby High School and Wallace Middle School Complex in an amount not to exceed $13,920 with Hibbard & Rosa Architects, LLC. This agreement is for the construction administrative services for the replacement of the entire roof at the Bergin Complex.

The contract was initiated under RFP #7749. Funding will be from the Education Department's Capital budget. Construction administrative services will be completed within sixty (60) consecutive calendar days following the final completion of the Bergin Complex Roof Replacement. Hibbard & Rosa has done satisfactory work for the department in the past.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

Attachment
c: Mike Konopka, School Inspector

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7749
for
Bergin Education Complex Roof Replacement
Construction Administration Services
between
The City of Waterbury, Connecticut
and
HIBBARD & ROSA ARCHITECTS, L.L.C.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and HIBBARD & ROSA ARCHITECTS, L.L.C., located at 100 RIVERVIEW CENTER SUITE 272, 292 Main Street, MIDDLETOWN, CT 06457, a State of Connecticut duly registered domestic limited liability company (the "Consultant").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7749** for **Bergin Education Complex Roof Replacement Construction Administration Services**; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7749**; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of **Bergin Education Complex Roof Replacement Construction Administration Services** as detailed and described in **Attachment A** and are

hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 7749** (incorporated by reference);
1.1.2 **RFP No. 7749 Addendum #1**, dated (attached hereto);
1.1.3 Consultant's response to **RFP No. 7749**, dated June 6, 2024 and consisting of 46 pages, and Consultants 2 page original Price Proposal, and Consultant's Revised Price Proposal, dated June 19, 2024 and consisting of 3 pages (all attached hereto);
1.1.4 Consultant's Certificate of Insurance (incorporated by reference);
1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
1.1.6 All permits and licenses (incorporated by reference); and
1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).

*** The parties hereto agree that the scope of work of this Professional Services Agreement is limited to Proposal Item IV. CONSTRUCTION ADMINISTRATION SERVICES. The following Proposal Items: I. Assessment Services, II. Design Services, and III. Bid Services are not included within the scope of this Contract, rather are the subject of a separate Engineer Agreement.**

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

1.2.1 Federal, State, and local laws, regulations, charter and ordinances
1.2.2 Contract amendments and change orders
1.2.3 Contract
1.2.4 RFP 7749 Addendum #1 and #2
1.2.5 RFP 7749 Documents not listed above

1.3 Manifest Documents. The Consultant is a duly authorized agent of the City ("Duly Authorized Agent") with respect to this **Bergin Education Complex Roof Replacement** and an employee of the Consultant shall, as required and appropriate, sign all waste characterization reports, shipping records and logs, manifests, disposal approval requests, or bill of ladings associated with the transportation, temporary storage, and

disposal of contaminated soil removed from the **Bergin Education Complex Roof Replacement**, located in Waterbury, Connecticut (hereinafter collectively referred to as "Manifest Documents").

1.3.1 The Consultant shall sign Manifest Documents and any other documents that may be required in relation to completion of the Scope of Work hereunder as a Duly Authorized Agent, and as such shall include ''On behalf of the City of Waterbury'' in the signature block or may hand write this statement in the signature block prior to signing said Manifest Documents to indicate that the individual signs as an agent of the City of Waterbury.

1.3.2 Whenever the Consultant so signs as a Duly Authorized Agent of the City, it shall provide a copy of the signed document to the City within seven (7) calendar days of the Consultant's signature. Alternatively, and at the City's sole discretion, the Consultant shall review the Manifest Documents and prepare a letter indicating the Manifest Documents and labels described therein are accurate to the best of the Consultant's knowledge and belief and the Manifest Documents are ready for signature by the City. Said letter and Manifest Documents will then be provided to the Project Manager for the City, or his authorized designee, at the address provided in Section 32, for the City's signature.

1.3.3 The Consultant, acting in its capacity as Duly Authorized Agent with respect to the **Bergin Education Complex Roof Replacement**, as set forth herein, shall follow the written procedures that are followed in the State of Connecticut whenever contaminated soils are collected, transferred, stored, analyzed, or destroyed, which procedures are designed to create an accurate written record which can be used to trace the possession and handling of contaminated soils from the moment of its collection through analysis and storage or disposal and reporting. An appropriate written chain-of-custody form shall be filled out at the time any contaminated soils are handled as provided in this Section 1, provided however, the Consultant shall not, by signing the Manifest Documents and any other documents that may be required in relation to completion of the Scope of Work hereunder as Duly Authorized Agent, be considered or obligated as a party in the chain-of-custody for any such materials collected during this project.

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

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual

relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

********** IF WORKING IN/ON SCHOOL GROUNDS**********

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Firm shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Firm shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Firm shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Firm shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come

into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

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

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

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

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

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and

trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. The Consultant shall deliver monthly, written reports to the City's Education Department School (hereinafter "Using Agency") setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a representative of Consultant acceptable to the City.

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

3.9. Responses to Requests for Information. The Consultant shall respond to Construction Contractor requests for information (RFI's) within seven (7) consecutive calendar days after receipt thereof.

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

5. Contract Time. The Consultant shall complete all work and services required under this Contract within **SIXTY (60) consecutive calendar days following Final Completion* of all Bergin Education Complex Roof Replacement construction** and in accordance with the following Project Milestones ("Contract Time"):

Project Milestone #1 – Task 1 (Perform Construction Administration Services ("CA") for Bergin Education Complex Roof Replacement construction, commencing upon the City's written Notice to Proceed with CA)

*Final Completion shall have the same meaning here as that term is defined within the **Bergin Education Complex Roof Replacement** Construction Contract

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

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **THIRTEEN THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($13,920.00)** and shall be in accordance with Consultant's proposal, dated June 6, 2024 and Consultant's revised Price Proposal, dated June 19, 2024, which is summarized below:

IV. CONSTRUCTION ADMINISTRATION SERVICES $13,920.00
*** NOTE: The following Proposal Items: I. Assessment Services, II. Design Services, and III. Bid Services are not included in the scope of this Contract. Refer to Engineer Agreement issued under separate cover for such services.**

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 The Consultant and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Consultant in an amount equaling the sum or sums of money the Consultant and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Consultant's and/or its affiliate's real

and personal tax obligations to the City.

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7749** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

8.6. In the event this Contract and/or the Consultant's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State

statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:
$1,000,000.00 Per Occurrence,
$2,000,000.00 Aggregate
$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:
$1,000,000.00 combined single limit (CSL)

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

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

9.4.5 Professional Liability Insurance:
$1,000,000.00 Each Claim
$1,000,000.00 Aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

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

9.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and City of Waterbury Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement

and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and City of Waterbury Board of Education are listed as additional insured on all policies except Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation except Professional Liability**". The City's request for proposal number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

9.9 If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.10. Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Consultant agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws,

ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or

ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

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

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

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

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will

post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

13. Termination.

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

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

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

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

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

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

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

work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and the

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 7749** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 7749**.

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

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

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

28. Binding Agreement. The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the

successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

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

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

Consultant: HIBBARD & ROSA ARCHITECTS, L.L.C.
100 Riverview Center Suite 272
292 Main Street
Middletown, CT 06457

City: Mike Konopka, School Inspector
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

With a copy to:

Office of the Corporation Counsel
City of Waterbury
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of

the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's

Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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

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

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

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

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

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Sign:_____
Print name:

Date: _____

WITNESSES:

HIBBARD & ROSA ARCHITECTS, L.L.C.

Sign:_____
Print name:

By:_____
Print name:
Its _____

Sign:_____
Print name:

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 7749** (incorporated by reference);

1.1.2 **RFP No. 7749 Addendum #1**, dated (attached hereto);

1.1.3 Consultant's response to **RFP No. 7749**, dated June 6, 2024 and consisting of 46 pages, and Consultants 2 page original Price Proposal, and Consultant's Revised Price Proposal, dated June 19, 2024 and consisting of 3 pages (all attached hereto);

1.1.4 Consultant's Certificate of Insurance (incorporated by reference);

1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference); and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).

PROPOSAL FOR
RFP #7749

DESIGN & ENGINEERING SERVICES

BERGIN EDUCATION COMPLEX
ROOF REPLACEMENT

WATERBURY, CT

PREPARED BY
HIBBARD & ROSA ARCHITECTS L.L.C.
100 RIVERVIEW CENTER, SUITE 272
292 MAIN STREET
MIDDLETOWN, CT 06457

June 6, 2024

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET
MIDDLETOWN, CT 06457

June 6, 2022

Mr. Kevin McCaffrey
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

On behalf of Hibbard & Rosa Architects, L.L.C. I would like to thank you for the opportunity to present our qualifications. We believe our approach to your roof replacement project will provide you with a long term, cost effective solution.

The following Company information is provided:

Firm Name:	Hibbard & Rosa Architects, L.L.C. 100 Riverview Center, Suite 272 292 Main Street Middletown, CT 06457
Date Organized:	April 26, 1996
Form of Ownership:	Limited Liability Company (LLC) – Connecticut
Years of Service:	28 years in operation under our current name.
Firm Members:	Thomas F. Hibbard – founding member Carmelo J. Rosa – founding member Extensive background and experience in exterior and interior renovations. Have provided designs services for Federal agencies, State government agencies, municipalities, Non-profits and private clients.

Hibbard & Rosa architects, L.L.C., along with our consultants, have several years experience in working with roof replacement projects similar to your own. Additionally, our firm prepared the documents for the 1999 Crosby High School Roof replacement project. Our proposal will demonstrate our past success in the design and administration of a variety of public and private contracts, including state reimbursed school projects. Our proposal includes the following:

- Philosophy - Statement of Qualifications
- Summary of Relative Experience
- Resumes of Key Personnel
- Qualifications – Work Plan
- Information Regarding Default Litigation
- Attachment A
- Attachment C
- Accord Insurance Certificate
- Copies of Licenses
- Cost Schedule: Attachment E (Separate Envelope)

We have reviewed the City of Waterbury's Request for Proposal (RFP) and do not take any exception to the requirements contained therein. Our proposal will remain valid and in effect for a period of one hundred twenty (120) days from June 6, 2024.

Additionally, we have received and acknowledge Addendums #1 & #2 and take no exception to the information contained therein.

Again, we thank you for the opportunity to submit this proposal. We look forward to meeting with you and your committee to more fully acquaint you with our services and answer any questions you may have.

Sincerely,

Thomas F. Hibbard

Thomas F. Hibbard
Principal Architect

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER, SUITE 272, MAIN STREET
MIDDLETOWN, CT 06457

Philosophy

Since our inception Hibbard & Rosa Architects, L.L.C. Has sought to bring together design teams specifically structured to develop exceptional projects focused on the needs of our clients. Our attention to detail is foundational to the successful completion of our projects. From the beginning HRA's primary focus has been Architectural design, concentrating on exterior and interior renovations, additions, historic restoration and new construction. For each project we engage our consultants to provide the survey, engineering and administrative services required.

Our team will actively engage the client and stake holders as required to develop a project program that meets all the needs of the City and fits with the overall strategy for the future development of Bergin Education Complex. HRA is capable and ready to assist the City of Waterbury with this roof replacement project.

Preliminary Design & Feasibility Study

Using existing facility data, plans, drawings, owner knowledge and site visits, investigate and make recommendations to resolve any current issues relating to the operation(s) and or design of existing facility components and/or systems and make recommendations for renovation or replacement to achieve a cost effective, efficient sustainable solutions.

Our team will conduct a thorough investigation and survey of the project conditions. It is HRA'S standard practice to inspect and investigate the existing roof system and all items projecting above it (i.e.) chimneys, penthouses, skylights, mechanical equipment, curbs, flashings, etc. to determine the full extent of renovations required.

Design Development

Utilize the information gathered in the study phase to design a solution to the issue(s) and develop a project budget. Provide appropriate plans and details for the scope. Incorporate any appropriate information provided by your consultants.

Construction Documents

Provide documentation of the solution, including drawings and specifications that that can be used to utilize a Request for Proposal or Bid seeking a contractor to perform the work. Provide complete construction documents and written specifications.

Bidding

Provide support during this phase through answers to questions or proposal review. Assist with the bid packages, questions and RFI's, evaluation and recommendation of the best qualified contractor.

Construction Administration / Management / Reports / Coordination

Provide administrative review over the construction process once the contract has been awarded, including walk-through site visits, incremental inspections of work and review of vendor invoices, weekly site visits attending job meetings and observing progress of construction. Respond to questions from the contractors and material suppliers, review shop drawings and submittals, review and certifying monthly applications for payment, authorize clarifications and minor changes to the documents, assist consultants with construction administrative duties, record keeping, as built drawing compilation, and project closeout responsibilities.

Our services include, without limitation, monitoring and tracking financial activities. Our team will prepare and recommend payment for request received from the contractor to the City of Waterbury's representative. We will assist the City in negotiating for reasonable and mutually agreeable prices between the City and the Construction Contractor for any additional work.

Summary of Relevant Experience

Following is a brief summary of roof replacement projects completed within the last three years:

Partial Roof Replacement Woodside Fire House – Phase I & II
City of Stamford
888 Washington Blvd.
Stamford, CT
Contact: Nancy Ormsby
(203) 977-4637
Project scope included the installation of 3,765 sq. ft. of .090 EPDM on cover board on 1/8" per ft. tapered polyisocyanurate insulation on 1/8" sloped DOX plank roof deck. Insulation value of R-30.

Start Date:	December 2, 2021
End Date:	November 30, 2023 (Extended due to material shortages)
Original Contract:	$118,300,00
Final Cost:	$120,900.00

Completed on time

Partial Roof Replacement South Windsor High School
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This 96,531 sq. ft. partial roof replacement project utilized a two-ply modified built-up roof system with a 30 year warranty. Roof deck types included flat and sloped metal roof decks and flat gypsum plank roof deck. The new roof system was installed on tapered and flat polyisocyanurate insulation. The finish roof surface has a minimum ¼" per ft. slope and the average R value exceeds 30. $89,100.89 of change order cost due to increased material cost during covid.

Start Date:	July 15, 2021
End Date:	March 19, 2024 (Extended due to material shortages)
Original Contract:	$2,400,000,00
Final Cost:	$2,504,082.89

Completed on time

Roof Replacement Timothy Edwards Middle School
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This project includes a total roof area of approximately 45,107 sq. ft. The existing roof systems will be removed down to the existing gypsum or metal roof deck and new thermoplastic on a tapered insulation system installed on 41,443 sq. ft. On the remaining 3,664 sq. ft. a thermoplastic membrane will be installed on 5.2" of flat stock insulation on a sloped gypsum roof deck.
Start Date: March 23, 2023
End Date: January 7, 2024
Original Contract: $3,173,719.00
Final Cost: $3,125,529.20
Completed on time

Partial Roof Replacement Center Road Elementary School
Town of Vernon
375 Hartford Turnpike
Vernon, CT 06074
Contact: Dwight Ryniewicz
(860) 870-3500
The Vernon Center Road School partial replacement project encompasses an area of approximately 42,860 sq. ft. The existing roof systems were removed down to the existing metal roof deck. A new 2 ply modified built-up roof system on 1/8" per ft. tapered insulation was installed on the existing sloped (1/8" per ft.) metal roof deck. $58,600.00 of change order cost due to increased material cost during covid.
Start Date: September 27, 2021
End Date: November 17, 2023 (Extended due to material shortages)
Original Contract: $1,108,000.00
Final Cost: $1,206,432.09
Completed on time

Partial Roof Replacement One Connecticut Financial Center, New Haven
Chase Enterprises, Inc.
225 Asylum Street
Hartford, CT 06103
Contact: Rob Cirinna
(860) 461-8518
This roof replacement was approximately 3,722 sq. ft. of a 2 ply modified roof system on tapered insulation on a concrete roof deck. The roof is above the 27th floor of One Connecticut Financial Center. Roof installation completed with no change orders.
Completed on time

Partial Roof Replacement Sedgwick Middle School
Town of West Hartford
50 S. Main Street
West Hartford, CT 06107
Contact: Bill Phibbs
(860) 561-7523
This project included the removal of approximately 25,547 sq. ft. EPDM roof system down to the existing metal of gypsum roof deck. A new .090 mill EPDM with 30 year warranty was installed on tapered polyisocyanurate insulation. The new roof system has a finished slope of ¼" per ft.
Start Date: June 22, 2022
End Date: November 4, 2022
Original Contract: $669,600.00
Final Cost: $690,290.93
Completed on time

Partial Roof Replacement DPW Maintenance Building – South Wing
Town of West Hartford
50 S. Main Street
West Hartford, CT 06107
Contact: Bill Phibbs
(860) 561-7523
Project scope includes 18,078 sq. ft. .090 EPDM installed on 1/8" tapered polyisocyanurate insulation on 1/8" sloped metal roof deck. An additional 9,122 sq. ft. .090 EPDM installed on ¼" tapered polyisocyanurate insulation installed on flat metal roof deck.
Start Date: January 31-2023
End Date: January 3, 2024
Original Contract: $1,025,100.00
Final Cost: $1,102,764.81
Completed on time

Partial Roof Replacement Burnham Elementary School
Regional School District 12
11A School Street
Washington Depot, CT 06793
Contact: Donald O'Leary
(860) 868-6174
This project included the removal of approximately 2,902 sq. ft. of the original slate shingle roof and replacement with a structural standing roof system. An additional 2,344 sq. ft. of flat roof was removed down to the wood roof deck and a new tapered insulation and 2 ply modified roof system installed.
Start Date: March 27, 2022
End Date: October 26, 2022
Original Contract: $306,400,00
Final Cost: $306,400.00
Completed on time

Roof Replacement Westbrook Town Hall
Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498
Contact: Jeffrey Tindall
(860) 943-3241
Project included the removal of asphalt shingles on sloped wood roof deck and the installation of 18,600 sq. ft. standing seam roof in its place. An additional 6,000 sq. ft. of 2 ply modified roof system was installed on ¼" per ft. tapered polyisocyanurate insulation on flat wood roof deck.
Start Date: May 17, 2022
End Date: October 23, 2023 (Extended due to material shortages)
Original Contract: $1,190,768.00
Final Cost: $1,197,910.00
Completed on time

Roof Replacement Westbrook Town Library
Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498
Contact: Jeffrey Tindall
(860) 943-3241
Project required the removal of asphalt shingle on a sloped wood roof deck and its replacement with 10,415 sq. ft. of structural standing seam roof system. Roof work included barrel vault and eyebrow window openings in the roof.
Start Date: July 21, 2022
End Date: October 23, 2022
Original Contract: $623,000.00
Final Cost: $623,000.00
Completed on time

Partial Roof Replacement 660 Morehouse Road
Town of Easton DPW
15 Westport Road
Easton, CT 06612
Contact: Ed Nagy P.E.
(203) 268-0714
Project included the removal of the existing flat roof system down to the existing flat metal roof deck and the installtion of .090 EPDM membrane on ¼" per ft tapered polyisocyanurate insulation on the metal roof deck. $55,500.00 of change order cost due to increased material cost during covid.
Start Date: May 5, 2022
End Date: December 14, 2022
Original Contract: $514,000.00
Final Cost: $582,420,89
Completed on time

Partial Roof Replacement Eli Whitney Elementary School
Town of Enfield DPW
40 Moody Road
Enfield, CT 06082
Contact: William DuFour
(860) 763-7400
This partial roof replacement project encompasses a total area of 60,154 sq. ft. 53,654 sq. ft. has a 1/8" per ft tapered insulation system installed on a 1/8" per ft. sloped roof deck, finish slope is ¼" per ft. slope. The remaining 6,500 sq. ft. of roof is a sloped roof area. New flat stock insulation was installed on the sloped roof. The new roof system is a 25 year, low VOC, TPO membrane roof system on the insulation.
Start Date: March 10, 2022
End Date: December 7, 2022
Original Contract: $1,331,800.00
Final Cost: $1,401,485.57
Completed on time

Partial Roof Replacement Hazardville Memorial School
Town of Enfield DPW
40 Moody Road
Enfield, CT 06082
Contact: William DuFour
(860) 763-7400
This project includes a total roof area of approximately 45,107 sq. ft. The existing roof systems will be removed down to the existing gypsum or metal roof deck and new thermoplastic membrane on a tapered insulation system installed on 41,443 sq. ft. On the remaining 3,664 sq. ft. a thermoplastic membrane will be installed on 5.2" of flat stock insulation on a sloped gypsum roof deck.
Start Date: March 10, 2022
End Date: December 8, 2022
Original Contract: $1,324,600.00
Final Cost: $1,378,633.16
Completed on time

Roof Replacement for Margaret M. Generali Elementary School
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Contact: Rosh Madgfour
(203) 574-8031
The Generali roof replacement project encompasses an area of 32,197 sq. ft. On 26,297 sq. ft. of roof area the existing roof systems were removed down to the existing metal, concrete, tectum, or wood roof deck. A 1/8" or ¼" per ft. tapered polyisocyanurate insulation was installed to achieve a final roof slope of ¼" per ft. minimum. The remaining 5,898 sq. ft. of roof area had the existing roof system removed down to the existing plywood roof deck sloped in excess of ¼" per ft. 5.2" of flat stock insulation was installed. A 2 ply modified bituminous roof system installed on all areas of the roof.

Start Date:	September 10, 2020
End Date:	December 22, 2022 (Extended due to material shortages)
Original Contract:	$745,050.00
Final Cost:	$760,275.26

Completed on time

Roof Replacement South Windsor High School Annex
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This recently completed roof replacement project of approximately 45,436 sq. ft. is nearing completion. The new roof system is a 25 year, mineral surface SBS modified membrane roof system on tapered insulation. Other improvements include replacement of the existing primary roof drains and the installation of overflow scuppers and repoint of the chimney. $51,893.60 of change order cost due to increased material cost during covid.

Start Date:	May 5, 2021
End Date:	November 11, 2022 (Extended due to material shortages)
Original Contract:	$1,140,000.00
Final Cost:	$1,200,544.67

Completed on time

Partial Roof Replacement Stanton School – Phase II
Norwich Board of Education
90 Tolon Street
Norwich, CT 06074
Contact: Matt Brown
(860) 934-1110
This partial roof replacement project encompassed an area of approximately 10,200 sq. ft. The new roof system is a 20 year, modified built-up roof system on ¼" per. ft. tapered polyisocyanurate insulation on a metal roof deck.

Start Date:	April 14, 2021
End Date:	October 20, 2021
Original Contract:	$193,000,00
Final Cost:	$193,000.00

Completed on time

Partial Roof Replacement Sage Park Middle School – Phase I
Town of Windsor
275 Broad Street
Windsor, CT 06095
Contact: Marco Aglieco
(860) 285-1870
This roof replacement project encompasses a total area of approximately 49,800 sq. ft. The new flat roof system is approximately 38,300 sq. ft. and is a 25 year, mineral surface SBS modified membrane roof system on flat stock or tapered insulation. Other work included refurbishing the existing roof top mounted sloped standing seam metal roof screen. The back of the metal screen was enclosed to create a water tight enclosure. $81,592.00 of change order increase attributed to an additional roof section over the wood shop added to the scope of work.
Start Date: April 21, 2021
End Date: December 20, 2021
Original Contract: $1,432,000.00
Final Cost: $1,523,581.00
Completed on time

Partial Roof Replacement & Code Improvements Sayles Elementary School
Sprague Public Schools
25 Scotland Road
Baltic, CT 06330
Contact: William Hull
(860) 822-8264
The asphalt shingle roof replacement at the Sayles Elementary School encompasses an area of approximately 36,500 sq. ft. The existing roof system was removed down to the existing plywood roof deck, deteriorated plywood replaced, and underlayment installed. Other roof related work includes all new siding for the roof dormers, .040 aluminum gutters, leaders and flashings.
Start Date: March 28, 2021
End Date: November 18, 2021
Original Contract: $480,000,00
Final Cost: $481,315.00
Completed on time

Conflict of Interest

Hibbard $ Rosa Architects, L.L.C., the members , employees and consultants do not a have any financial interest or business conflicts with any member of the City of Waterbury or its employees.

Hibbard & Rosa Architects LLC

100 RIVERVIEW - SUITE 272 – MAIN STREET – 292 MAIN STREET
MIDDLETOWN, CT 06457

Established in 1996 by Thomas F. Hibbard and Carmelo Rosa, Hibbard and Rosa Architects, L.L.C. is the successor firm to Seb J. Passanesi, Architects. Located in Middletown, CT for over 60 years we have provided service for a full range of projects. Our clients include a cross section of municipal, state departments, retail, commercial, industrial, residential, religious and government institutions. Since its inception our firm has been dedicated to providing quality architectural design and service. Our firm is experienced in providing services for new construction, renovations, adaptive use designs and historic preservation.

Thomas F. Hibbard - Principal

Mr. Hibbard is a 1981 graduate of the Catholic University of America School of Architecture. He is a licensed Architect in the State of Connecticut. His diverse background includes the design and construction of many municipal, government, State and private contracts. He has extensive knowledge in new construction and renovations.

Mr. Hibbard has worked for over 50 Municipalities through-out the State. He has provided professional architectural services for municipal facilities, K-12 schools, colleges, State facilities, private entities, and non-profit organizations through-out his career. Mr. Hibbard has extensive experience in roof replacement and exterior building renovations. This past year six school roof replacement projects were successful bid and construction completed.

EXPERIENCE:

Hibbard & Rosa Architects L.L.C. 1996 – Present
Middletown, Connecticut
Principal

Seb J. Passanesi, P.C. 1992-1996
Middletown, Connecticut
Project Manager, Vice President

Kaestle Boos Associates 1986-1990
New Britain, Connecticut
Intern Architect

EDUCATION:

Catholic University of America
Washington D.C.
B.S. Architecture 1981

CERTIFICATES:

University of Tennessee Certificate in Sustainable Design & Green Buildings Level 1

MEMEBERSHIPS:

American Institute of Architects (AIA)
International Code Council (ICC)
GSA Registered Vendor

LICENSES:

State of Connecticut – Lic. # 4914

MILITARY EXPERIENCE:

U.S. Navy 1982-1986
U.S. Navy Reserves 1986-2004
Commander

CLIENTS:

- City of Stamford, CT
- Town of South Windsor, CT
- Town of Windsor, CT
- Town of Westbrook, CT
- Town of Fairfield, CT.
- City of West Haven, CT
- Town of Enfield, CT
- Town of Guilford
- Town of Southington, CT
- City of Easton, CT
- City of Waterbury, CT
- Town of North Branford, CT
- Region 12 Board of Education
- Region 13 Board of Education

Carmelo J. Rosa - Principal

Mr. Rosa is a 1988 graduate of Roger Williams University School of Architecture. He received a B.S. in Architecture with a minor in Civil Engineering. He is a licensed Architect in the State of Connecticut, Rhode Island, New York, Massachusetts, Vermont, and New Hampshire. He has extensive knowledge in new construction and renovations with municipal, government, State and private contracts.

Mr. Rosa has worked for over 50 Municipalities through-out the State. Mr. Rosa is also registered in the surrounding states and has provided architectural services in these states through-out his career. He has provided professional architectural services for K-12 schools, colleges, State facilities, Government facilities, private entities, and non-profit organizations through-out his career.

Mr. Rosa is currently completing bidding services for various modernization projects for Stamford Housing Authority Dba Charter Oak Communities. He recently completed construction administration services for renovations to U.S. Probations offices and Judges Chambers as well as the Department of Social Services for the State of Connecticut. Mr. Rosa has recently developed construction documents for renovations for the Social Security Administration offices in New Haven CT, as well as the School of Law, School of Medicine and the Office of Development for Yale University. Mr. Rosa is currently working on the Social Security Administration Offices in Middletown, CT.

EXPERIENCE:

Hibbard & Rosa Architects L.L.C. 1996 – Present
Middletown, Connecticut
Principal

Seb J. Passanesi, P.C. 1992-1996
Middletown, Connecticut
Project Manager

Kaestle Boos Associates 1988-1992
New Britain, Connecticut
Intern Architect

EDUCATION:

Roger Williams University
Bristol, R.I.
B.S. Architecture 1987
Minor in Civil Engineering

LICENSES:

State of Connecticut – Lic. # 8361

MEMEBERSHIPS:

American Institute of Architects (AIA)
International Code Council (ICC)
GSA Registered Vendor

State of Connecticut – Lic. # 8361

CLIENTS:

- Stamford Housing Authority
- Connecticut Department of Social Services
- Connecticut Department of Children and Families
- Yale University
- United States Department of Justice
- Social Security Administration
- MARC, Middletown, CT
- Safe Home Security, Inc.
- Region 17 Schools
- DBS, Inc.
- O & G Industries
- Chase Enterprises, Inc.
- Cornerstone Properties, Inc
- Borghesi Building & Engineering, Inc
- City of Middletown, CT
- Wesleyan University, Middletown, CT
- JLN Contracting, Inc.
- Airport Auto Body, LLC
- Premier Building & Development
- LAZ Parking

HYGENIX
Division of Pennoni

49 Woodside Street
Stamford, CT
203-324-2222
Pennoni.com

Firm Overview

Since 1985, Hygenix has been a leader in environmental consulting, testing and laboratory services. Their staff of environmental scientists includes certified industrial hygienists (ABIH), geologists and licensed environmental professionals, supported by a laboratory accredited by the Connecticut Department of Public Health. The staff employs innovative tools and techniques to assess asbestos containing materials, lead-containing paint, radon, and various other contaminants in buildings, as well as, to assess soil, soil vapors and groundwater for contaminants of concern.

In October 2022, Pennoni purchased certain assets and welcomed the staff of Hygenix, Inc. With the addition of Hygenix, Pennoni is strengthening its Environmental, Health and Safety (EHS) service offerings nationwide. With our office in Stamford, CT, Pennoni can provide a representative on-site to meet with you within short notice to tend to immediate project needs.

Pennoni views the start of every project as the beginning of a collaboration because we understand the value of partnership. As a mid-sized multidisciplinary firm, our engineers gain experience across several disciplines through which we approach engineering challenges from a wider perspective than most. From land development to energy management, our expertise runs deep and our passion for problem-solving runs even deeper. Throughout five decades, our commitment to elevating the impact of our outcomes through personalized service has been steadfast. We have the experience to anticipate roadblocks and the insight to understand how to move past them. We also have the flexibility to be innovative in our approach with the integrity to get things right. Our goal is to help communities and private sector clients alike navigate the ever-changing technological advancements available and learn how best to integrate "smart" solutions into the current landscape and make them a part of resilient and sustainable planning.

Pennoni milestones are bigger than any one project. We measure achievement in innovation, efficiency, and excellence. The footprint of our work may be large, but our focal point is not just on "where"; it's on "how". We are relentless in our aim to bring fresh perspectives and new technologies. We establish relationships based on honesty to create trust and longevity. The net effect? Our combination of talent and experience that generates unprecedented results for diverse projects across our geographic reach.

Established as a corporation in 1966, Pennoni is a multidisciplinary firm that employs more than 1,200 professional, technical, and administrative personnel in more than 35 offices strategically located to best serve our growing list of clients. Pennoni provides services to local, state, and federal governments and private, commercial, industrial, and construction clients, as well as to other professional firms. With an Employee Stock Ownership Program (ESOP) in place, we dedicate ourselves daily to client service, to giving back to the community, and to nurturing the entrepreneurial spirit of our employee-owners. We have received numerous awards for our work as well as our corporate culture, including national rankings by the Zweig Group and Engineering News-Record.

Structural Engineering

Our structural engineering staff thrive on design and technical challenges involved in creating durable structures that meet the challenges of creative architecture. Our staff work with architects, owners, and builders on a wide range of building types, and possess a thorough knowledge of materials, including steel, concrete, masonry, and timber. Our understanding of structure allows us to develop cost effective and long-lasting solutions. Our reputation is a result of our performance on technically demanding and often high-profile projects.

Environmental, Health, & Safety Services

When working on environmental, health, and safety projects, our staff aims to aid our clients in protecting their community, their businesses, and their natural climate from such adverse products as pollution, mold, and other hazardous materials. Pennoni's Environmental Technology consists of environmental, civil, and chemical engineers, geologists, industrial hygienists, and environmental scientists experienced in performing a wide range of environmental support services.

Our Environmental staff is qualified and experienced in providing hazardous materials surveys, asbestos, lead-based paint, mold, and PCB management, indoor air quality studies, and health and safety planning. Pennoni has a working relationship with area regulatory agencies and can provide air permitting, solid and hazardous waste management, underground storage tank management, as well as, agency negotiations, and expert testimony/litigation support services. We also have experience with environmental impact statements, endangered species and wetland delineations/mitigations, compliance audits, and landfill investigations/closures.

We partner with regulatory and environmental protection agencies to understand the best practices for solid and hazardous water management, endangered species, wetland delineations, landfills, and more. The result of a successful environmental, health, and safety project shows a commitment and dedication to the environment and the people who live in it.

HYGENIX DIVISION OF PENNONI
STAFF ORGANIZATION

PRIMARY POINTS OF CONTACT

The primary point of contact for this project is:

James Twitchell, Project Manager
HYGENIX Division of Pennoni (HDP)
49 Woodside Street
Stamford, CT 06902

telephone # 203-324-2222 x15
mobile # 203-554-1249
e-mail: jtwitchell@pennoni.com

Ross Stuart, PE, SE,
Associate VP, Structural Division Manager
Pennoni
1900 Market St, Suite 300
Philadelphia, PA 19103

telephone # 215-254-7868
mobile # 610-425-8169
e-mail: rstuart@pennoni.com

TESTING LABORATORIES

HYGENIX Division of Pennoni (HDP) has relationships with many laboratories that provide us the flexibility to meet our clients' scheduling demands. The following is a list of some of the laboratories we use:

AmeriSci New York (Asbestos Samples)
117 East 30th Street
New York, NY10016
CT Registration # PH 0186
ELAP # 11480

Phoenix Environmental (PCB, IAQ, Other)
587 East Middle Turnpike
Manchester, CT 06040

Complete Environmental Testing (PCB, Lead, Other)
80 Lupes Drive
Stratford, CT 06615

Con-Test Analytical Laboratories (PCB Samples)
39 Spruce Street
East Longmeadow, MA 01028

Schneider Laboratories (Lead & IAQ Samples)
2512 West Cary Street
Richmond Virginia 23220

York Analytical Laboratories (PCB, IAQ, Other)
120 Research Drive
Stratford, CT 06615

CERTIFIED STAFF

Listed below are the full-time certified staff members that HDP has available to assign to this project:

Ross Stuart, PE, SE, (Associate VP, Structural Division Manager)

Robert C. Brown, MS, CIH (Senior Industrial Hygienist & Office Manager)

Arthur Morris, MS, LEP (Senior Industrial Scientist)

Nic Vasquez, CIH (Senior Industrial Hygienist)

James Twitchell (Senior Industrial Hygienist)

Ryan Ebenhack, MS (Staff Industrial Hygienist)

Ted Tio, MS (Senior Industrial Hygienist)

Peter Antonucci (Staff Geologist)

Jason Gemmell (Staff Industrial Hygienist)

Brian Baker (Graduate Environmental Scientist)

Kyle Ryen (Graduate Industrial Hygienist)

Paul Constantin (Graduate Engineer)

Resumes of the staff members, most likely to be assigned to this project are included in the following pages of this document.

SENIOR STAFF RESUME'S

SENIOR INDUSTRIAL HYGIENIST & OFFICE MANAGER

ROBERT C. BROWN

Professional Experience

November 2022 – Present -- HYGENIX Division of Pennoni, Stamford, CT

1987 – October 2022 -- HYGENIX, Inc., Stamford, CT
Director of Industrial Hygiene

- Co-founder of environmental and industrial hygiene consulting firm. Served as laboratory director and initiated programs for the assessment of asbestos, lead-based paint, and indoor air quality. Responsibilities include policy-making and technical coordination for a staff of industrial hygiene technicians.

1981 – 1987 -- Greenwich Department of Health, Greenwich, CT
Director of Environmental Health and Laboratory

- Developed policies and supervised the implementation of environmental health programs to a community of 60,000 residents. Responsible for educating and enforcing compliance with public health regulations in areas of sewage disposal, water treatment, food sanitation, solid waste and hazardous materials management. Served as laboratory director.

Education

1970 – 1975 -- Northeastern University, Boston, MA
Bachelor of Science

- Majored in Medical Laboratory Science at the School of Pharmacy and Allied Health Professions. Curriculum included a 1-year internship at the New England Deaconess Hospital with formalized training in clinical chemistry, microbiology, hematology, and immunology.

1976 – 1978 -- Tulane University, New Orleans, LA
Master of Science in Hygiene

- Majored in Environmental Health Science at the School of Public Health and Tropical Medicine. Curriculum included coursework in biostatistics, epidemiology, environmental chemistry and microbiology, and occupational and radiological health.

1981 – 1985 -- Columbia University, New York, NY
Doctoral Candidate

- Majored in Environmental Science at the School of Public Health. Completed prerequisite course work (not including dissertation) in a curriculum encompassing toxicology, public health and industrial hygiene related courses.

Professional Memberships

- American Industrial Hygiene Association
- American Conference of Governmental Industrial Hygienists
- National Environmental Health Association
- American Public Health Association
- American Society of Heating, Refrigeration and Air Conditioning Engineers

Accreditations

- Certified Industrial Hygienist (American Board of Industrial Hygiene)
- Certified CT/NY Asbestos Inspector, Project Monitor, Management Planner and Project Designer
- Certified CT Lead Inspector/Risk Assessor and Project Designer

ASSOCIATE VICE PRESIDENT, STRUCTURAL DIVISION MANAGER

ROSS E. STUART

Professional Experience Summary

Mr. Stuart, a Senior Structural Engineer, and Division Manager, has over 16 years of structural design and assessment experience. He has assisted with the design, coordination, administration, and management of the structural engineering for a diverse spectrum of projects, including new construction, rehabilitation, adaptive reuse, inspection, condition assessment, pre-purchase due diligence and bid repair projects. Prior to joining Pennoni, he served as a project engineer on a variety of commercial, institutional, manufacturing process, and industrial facilities throughout the mid-Atlantic region.

Mr. Stuart's design experience includes steel framing and connections, foundations (deep and shallow), adaptive reuse of existing structures, reinforced concrete, masonry, cold formed steel, wood. His design experience applies to a wide range of structures, including commercial, parking, casino, residential, education, health care, municipal and other mixed-use projects.

Mr. Stuart's field experience includes multiple site visits and condition assessment surveys for a variety of structures. The type of condition assessment work varies from façade restoration, Philadelphia Ordinance fulfillment, pre-purchase due diligence, emergency repair work and general building evaluation. His investigation field work includes a wide range of structures, including concrete, parking, steel, wood, and masonry structures.

Education

2007 – BS – Civil/Environmental Engineering - Rutgers University, New Brunswick, NJ

Professional Registrations

* Professional Engineer: CT (#34230)
* Professional Engineer: PA. FL, NJ, DE, NC, NY, WV, AR, MD, MI
* Professional Structural Engineer: HI, NV, IL, UT, OK

Profession Affiliations

* American Society of Civil Engineers
* Delaware Valley Association of Structural Engineers
* American Concrete Institute
* American Institute of Steel Construction
* Structural Engineers Association of Pennsylvania

Honor/Awards

* Civil & Structural Engineer Rising Stars Award, Civil+Structural Engineer Magazine (2019)
* Certified CT/NY Asbestos Inspector, Project Monitor, Management Planner and Project Designer
* Certified CT Lead Inspector/Risk Assessor and Project Designer

SENIOR INDUSTRIAL SCIENTIST

ARTHUR B. MORRIS, MS, LEP

Education:

1974 BA - Environmental Science - Long Island University
1980 MS - Biology - Southern Connecticut State College

Special Training & Certifications:

1986 McCrone Research Institute "Identification of Asbestos"
1984 Occupational Safety and Health Center
"Sampling and Evaluating Airborne Asbestos Dust (NIOSH 582)"
1988 NY State Department of Labor Restricted Asbestos Handler II
1990 American Board of Industrial Hygiene
IHIT - Industrial Hygienist in Training
1992 Health & Safety During Underground Storage Tank Remediation (16 hrs.)
1998 Connecticut DEP-Licensed Environmental Professional (LEP) License #257
1999 40Hr OSHA Training-Hazardous Waste Operations & Emergency Response

US Test Tightness Testing Certification (Volumetric Ultrasonic Testing)
USTest 2001/P System

Work Experience:

1974-75 Texas Instruments
Environmental Laboratory Technician
Performed environmental sampling
Conducted laboratory analysis of water

1975-87 Greenwich Department of Health
Laboratory Supervisor/Environmental Chemist
Conducted laboratory analysis of air,
water, food and clinical samples

1987-88 Greenwich Department of Health
Director of Environmental Health & Laboratory
Administered municipal department, responsible for air/water
pollution, solid waste management, food sanitation,
sewage disposal and health screening programs

1988-22 HYGENIX, Inc.
Secretary/Treasurer; Director of Environmental Services
Directed staff performing environmental site assessments,
Phase I, II, III Assessments, Remedial Action Plans, CT DEP Property
Transfer Act Filings/ECAF Preparations

November 2022 – Present
HYGENIX Division of Pennoni, Stamford, CT

SENIOR INDUSTRIAL HYGIENIST

JAMES TWITCHELL

Education:

May 1996 BS Environmental Sciences – Binghamton University
BS Political Science - Binghamton University

Special Training and Certifications:

EPA and CT State Licensed Lead Inspector/Risk Assessor
EPA Certified Lead Project Designer
EPA, NY and CT State Licensed Asbestos Inspector
EPA, NY and CT State Licensed Asbestos Project Monitor
EPA, NY and CT Licensed Asbestos Management Planner
EPA, NY Certified and CT Licensed Asbestos Project Designer
40-Hour OSHA Hazwopper Training

Environmental Work Experience:

November 2022 – Present

HYGENIX Division of Pennoni, Stamford, CT

September 1996- October 2022

HYGENIX, Inc. Stamford, CT – Has successfully designed and implemented multiple PCB cleanup and disposal plans for caulking materials and the associated building materials in both public and private settings.

HYGENIX, Inc. Stamford, CT – Has designed, implemented, and managed abatement projects for various hazardous materials on residential, industrial, public, and school buildings. Has extensive knowledge of the school review process with The Bureau of School Facilities Unit and has established relationships with local, State and Federal regulatory agencies.

HYGENIX, Inc. Stamford, CT – Since 1996 has conducted asbestos surveys in accordance with local State and Federal regulations. Has conducted project oversight and management of the asbestos remediation project. Other duties include air sampling, attendance of project meetings, review of abatement engineering controls, and preparation of specifications, management plans and proposals.

HYGENIX, Inc. Stamford, CT- Since 1998 has conducted lead XRF surveys in accordance with state and federal regulations and conducted project oversight of lead abatement and demolition projects with lead-based paint.

STAFF INDUSTRIAL HYGIENIST

RYAN J. EBENHACK

Education:

May 1998	B.S. Biology - Allegheny College
April 2005	Masters in Industrial Hygiene - University of New Haven

Special Training and Certification:

New York State Department of Labor	- Asbestos Inspector - Asbestos Project Monitor - Asbestos Air Technician
Connecticut Department of Public Health	- Asbestos Inspector - Asbestos Project Monitor
Environmental Assessment Association	- Certified Testing Specialist
GHH Engineering Inc.	- Mold Awareness & Inspection - Mold Investigation & Assessment
Greater New York Safety Council	- Indoor Air Quality
40-Hour OSHA HAZWOPPER Training	

Work Experience:

November 2022 – Present

HYGENIX Division of Pennoni, Stamford, CT

September 1999-October 2022

HYGENIX, Inc. Stamford, CT - Head of HYGENIX indoor air quality division. Worked directly under certified industrial hygienist (CIH) Robert Brown since 1999. Conducted over 350 indoor air quality inspections of schools, hospitals, office buildings, and residential homes. Duties include designing specifications for fungi remediation, fungi inspections, overseeing fungi remediation projects, industrial hygiene sampling, OSHA sampling, overseen dust control methodologies during renovations in hypersensitive locations such as hospitals. Have conducted testing for fungi, bacteria, carbon dioxide, carbon monoxide, temperature, relative humidity, radon, legionella, coliform bacteria, lead in water, formaldehyde, mercury, particulate, volatile organic compounds, light, noise, and several other compounds. Worked with insurance companies, engineers, architects, public health workers and lawyers. Attended several environmental classes and seminars.
Conducted over 300 asbestos surveys in accordance with either New York State Department of Labor, Connecticut Department of Health, or AHERA regulations. Conducted project oversight and management for over 150 asbestos remediation projects in New York City, New York State, and Connecticut. Other duties include air sampling, write specifications for abatement projects, attendance of project meetings, and review of abatement engineering controls.

SENIOR INDUSTRIAL HYGIENIST

TED TIO

Education:

December 2003 MS in Occupational Safety & Health – University of New Haven
December 2001 BS in Industrial Technology - Abilene Christian University

Training and Certification

New York State Department of Labor	- Asbestos Inspector - Asbestos Project Monitor - Asbestos Air Technician
Connecticut Department of Public Health	- Asbestos Inspector - Asbestos Project Monitor
National Radon Safety Board	- Radon Measurements Specialist

Work Experience:

November 2022 – Present -- HYGENIX Division of Pennoni, Stamford, CT

January 2004 – October 2022 - Hygenix Inc. Stamford, CT

Conduct asbestos surveys in accordance with either New York State Department of labor, Connecticut Department of Health, or AHERA regulations. Conduct project oversight and management for asbestos remediation projects in Connecticut. Other duties include air sampling, attendance of project meetings, and review of abatement engineering controls.

Conduct indoor air quality inspections of educational facilities, medical facilities commercial facilities and residential homes. Knowledge of testing methodologies for fungi, bacteria, radon, legionella, coliform bacteria, lead in water, formaldehyde, volatile organic compounds and several other compounds. Other duties include designing specifications for fungi remediation

April – December, 2003- Hygenix Inc. Stamford, CT - Internship

Assisted Certified Industrial Hygienist (CIH) Robert Brown and licensed inspectors during air quality inspection and asbestos surveys of various facilities and buildings. Conducted testing for fungi, general indoor air quality parameters, legionella, coliform bacteria, volatile organic compounds.

REPRESENTATIVE PROJECTS

PVTA Administration Building – Environmental Roof Inspection, Springfield, MA (08/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Town of Vernon, Horovitz Pool House – Environmental Roof Inspection, Vernon, CT (07/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Hoosac Valley High School & Middle School – Environmental Roof Inspection, Cheshire, MA (07/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

West Springfield Parks & Rec Annex – Environmental Roof Inspection, West Springfield, MA (07/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

West Springfield Town Hall – Environmental Roof Inspection, West Springfield, MA (07/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Regional Water Authority Saltonstall WTP – Environmental Roof Inspection, East Haven, CT (05/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Juliet Long School – Environmental Roof Inspection, Gales Ferry, CT (04/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Wonderland of Ice – Environmental Roof Inspection, Bridgeport, CT (04/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Touchpoints at Farmington – Environmental Roof Inspection, Farmington, CT (02/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Former Haddam Elementary School – Environmental Roof Inspection, Haddam, CT (12/22)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Fire Station 1 – Environmental Roof Inspection, South Windsor, CT (11/22)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

New Fairfield High School – Environmental Roof Inspection, New Fairfield, CT (02/20)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Amtrak – CTDOT Mechanical Building Roof Replacement, New Haven, CT (7/19)
Project Engineer – Performed site visit to determine the existing roofing conditions to prepare for design of the roof replacement of the CTDOT Mechanical Building. Repair recommendations for the replacement of the existing poor conditioned roof were designed and provided. (19-03151)

Township of Haverford – Grange Estate Lower Springhouse Roof Replacement, Havertown, PA (2/19 – Present)
Project Engineer – Responsible for assessing the exiting roof system conditions to design replacement roofing for the historic Grange Estate Springhouse. (HAVTT21838)

West East Goshen Regional Police Department - Roof Repairs, West Chester, PA (8/19)
Project Engineer - Responsible for the condition assessment, documentation, and construction phase services for a police station that was approximately 12,960-SF with two stories. Performed a site visit to observe and evaluate the condition of the existing roof, including shingles, EPDM roof, ceiling insulation, soffit vents and roof vents. Repaired and replaced the roofing. (WEGPD19001)

Intersect Energy – Rooftop Solar Photovoltaic, Wayne, PA (1/19 – Present)
Project Engineer – Performed structural analysis of the existing structural elements impacted by proposed rooftop photovoltaic systems at three different buildings. Analysis was based off observations of readily exposed structural conditions and a recommendation was provided on options and costs for strengthening existing structure. (INTER18001)

The Boeing Company - Roof Leak and Flashing Detail Investigation, Philadelphia, PA (4/21 – 6/21)
Responsible for visiting the project site and determining the cause of the leak at Building 3-57. Following the site visit, it was concluded that the detail on the building relies on both caulk joints to work together to keep water from entering above the z-clip. With the one caulk joint missing, snow/ice built up against the flashing, and as a result entered the building. Concluded the project by providing three options that would resolve the water infiltration. (TBCIX21002)

Athena Construction Group Inc. - Roof Replacement, Arlington, VA (5/20)
The purpose of the analysis was to review the roof replacement construction documents and determine if the existing framing can safely support the additional dead load of the proposed new roofing system. (

PhilaPort - Pier 82 Roof Replacement, Philadelphia, PA (2019)
Structural Engineer of Record - Roof replacement on an approximately 115,000-SF warehouse building with a new modified bituminous roofing system, including additional vapor barriers and insulation as required to convert the building into a cold storage facility. (PRPAX19001)

Amtrak - Roof Replacement, Chicago, IL (12/19 - 8/20)
The existing building is a one-story concrete metal wall panel structure with a standing seam metal roof. The building is approximately 1,152-SF. Conducted a site visit to observe and evaluate the condition of the existing structures, roofs and drainage systems. The purpose of the site visit is to inspect the existing conditions, locate penetrations and projections, and evaluate the roof. (ATKRX19017)

Belgium Ambassador Residency, Condition Assessment, Washington, DC (4/22)
Project Engineer – Performed a condition assessment of the existing roof structure to verify if the new addition of a photovoltaic solar arrays can be supported. It was concluded that the addition of the solar panels can be supported by the existing roof structure. (IPSUN22003)

North Point Development - Structural and Roofing Condition Assessment Report, Fairless Hill, PA (11/20 - 12/20)
Project Engineer – Responsible for a report that summarized the structural and roofing condition assessment of the six (6) existing heavy industrial buildings located at the former US Steel site. The combined gross square footage of the buildings were approximately 1,000,000 square-feet. (NPDEV20003)

Pine Hill Municipal Authorities - Roofing Condition Assessment Report, Pine Hill, NJ (7/20 - 10/20)
Roofing condition assessment of the Pine Hill MUA located at 907 Turnnerville Pike, Pine Hill, NJ. The assessment o f the roof included visual observations of the exposed and readily accessible roofing and limited structural component s associated with the roofsof the referenced building. Some roof cores samples were obtained for the roofing systems. (PHMUX20007)

East Goshen Township – East Goshen Township Roof Replacement, West Chester, PA (8/19 – 9/19)
Project Engineer – Performed assessment of the existing conditions of the roof and the wood decking. Designed a replacement of the sloping roof with replacements for deficiencies in any wood decking. (EGOS0007)

JP Morgan Chase Account – JPMC Building Roof Parapet Wall Leakage, Wilmington, DE (7/19)
Project Engineer – Performed conditional assessment of existing roof parapet to determine the structural and architectural layout. Observations were made to determine likely source of water infiltration through parapet construction. A recommendation was made to mitigate any further leakage with a metal coping cap. (JLLSL19006)

Bed Bath & Beyond – Roof Framing and RTU Assessment, Boca Raton, FL (5/19)
Project Engineer – Conducted site visit to observe and evaluate the condition of the existing roof structure in the vicinity of the RTU's under review. Observations were done to identify structural deficiencies or conditions that may require strengthening to assess the adaptive reuse potential of the roof structure. (BBBYD18019)

South Central Transit Authority - Barta Transportation Center, Roofing Conditions Assessment Report, Reading, PA (6/18)
Project Engineer - Responsible for identifying readily observable deficiencies or conditions that required repair work and assessed the adaptive reuse potential of the structure. The roofing assessment also involved obtaining and patching four cores of the existing roofing to determine the existing roofing construction and condition. (SCTRA18001)

Ross E. Stuart, PE, SE

Associate Vice President, Structural Division Manager

EDUCATION
BS, Civil/Environmental Engineering; Rutgers University (2007 Summa Cum Laude)

PROFESSIONAL REGISTRATIONS
Professional Engineer: CT PEN.0034230

Professional Engineer: AL, AR, CT, DE, FL, MD, MI, NC, NH, NJ, NY, PA, SC, WV and VA

Professional Structural Engineer: AZ, IL, MA NV, OK and UT

New York City Qualified Parking Structure Inspector (QPSI)

CERTIFICATIONS/TRAINING
Aerial Lift Operator, Trico Lift (2011, no exp.)

Confined Space Entry & Asbestos Awareness, Pennoni (2015, no exp.)

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers

American Concrete Institute

American Institute of Steel Construction

Structural Engineers Association of Pennsylvania

HONORS/AWARDS
Civil & Structural Engineer Rising Stars Award, Civil+Structural Engineer Magazine (2019)

EXPERIENCE SUMMARY
Mr. Stuart, a Senior Structural Engineer, and Division Manager, has over 17 years of structural design and assessment experience. He has assisted with the design, coordination, administration, and management of the structural engineering for a diverse spectrum of projects, including new construction, rehabilitation, adaptive reuse, inspection, condition assessment, pre-purchase due diligence and bid repair projects. Prior to joining Pennoni, he served as a project engineer on a variety of commercial, institutional, manufacturing process, and industrial facilities throughout the mid-Atlantic region.

Mr. Stuart's design experience includes steel framing and connections, foundations (deep and shallow), adaptive reuse of existing structures, reinforced concrete, masonry, cold formed steel, wood. His design experience applies to a wide range of structures, including commercial, parking, casino, residential, education, health care, municipal and other mixed-use projects.

Mr. Stuart's field experience includes multiple site visits and condition assessment surveys for a variety of structures. The type of condition assessment work varies from façade restoration, Philadelphia Ordinance fulfillment, pre-purchase due diligence, emergency repair work and general building evaluation. His investigation field work includes a wide range of structures, including concrete, parking, steel, wood, and masonry structures.

REPRESENTATIVE PROJECTS

Hibbard & Rosa Architects – Town of Ashford School Roof Assessment, Ashford, CT (2023)
Engineer of Record – Performed an assessment of the existing Ashford School for a re-roofing project. The scope of work included a site visit to visual assess if any deterioration or other observations would indicate that the structure was experiencing distress and unable to structurally support the new roofing. Pennoni provided a signed and sealed report documenting on observations, analysis and conclusions, including confirmation that the roofing project could proceed as planned.

Athena Construction Group Inc. - Roof Replacement, Arlington, VA (5/20)
The purpose of the analysis was to review the roof replacement construction documents and determine if the existing framing can safely support the additional dead load of the proposed new roofing system. (ATHNA20009)

PhilaPort - Pier 82 Roof Replacement, Philadelphia, PA (2019)
Structural Engineer of Record - Roof replacement on an approximately 115,000-SF warehouse building with a new modified bituminous roofing system, including additional vapor barriers and insulation as required to convert the building into a cold storage facility. (PRPAX19001)

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Belgium Ambassador Residency, Condition Assessment, Washington, DC (4/22)
Project Engineer – Performed a condition assessment of the existing roof structure to verify if the new addition of a photovoltaic solar arrays can be supported. It was concluded that the addition of the solar panels can be supported by the existing roof structure. (IPSUN22003)

Gloucester City Administration Building Roof (2/22)
Project Engineer – Performed site visit to conduct a visual condition assessment of the roof and the existing roof structure, as many leaks have been reported. The assessment of the roof included visual observations of the exposed and readily accessible roofing and limited structural components associated with the roofs. Pennoni provided recommendations to repair the existing roof.

North Point Development - Structural and Roofing Condition Assessment Report, Fairless Hill, PA (11/20 - 12/20)
Project Engineer – Responsible for a report that summarized the structural and roofing condition assessment of the six (6) existing heavy industrial buildings located at the former US Steel site. The combined gross square footage of the buildings were approximately 1,000,000 square-feet. (NPDEV20003)

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HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER, SUITE 272, MAIN STREET
MIDDLETOWN, CT 06457

Qualifications and Work Plan

Established in 1996 by Thomas F. Hibbard and Carmelo J Rosa, Hibbard and Rosa Architects, L.L.C. has provided Architectural service for a full range of projects. Our clients include a cross section of municipal, state, government, public housing, retail, commercial, industrial and religious institutions. Since its inception our firm has been dedicated to providing quality architectural design and service. Our firm is experienced in providing services for new construction, renovations, roof replacement, alternative energy/conservation projects, exterior restorations, adaptive use designs and historic preservation.

Both principals; Thomas Hibbard and Carmelo Rosa have over 57 years total experience as licensed Architects in the State of Connecticut. Additionally, our team is Connecticut based and has all the licenses required by the State of Connecticut.

Our firm has an established record of roof replacement in the state of Connecticut. HRA has successfully completed of 200 roof replacement projects. Further we have worked cooperatively with over 40 Boards of Education successfully completing over 120 school roof replacement projects. These roof replacement projects have received funding or reimbursement from a variety of local and state funding sources.

Mr. Hibbard who will serve as Project Architect, has extensive knowledge and expertise with the full range of roof systems available today. Additionally, he has overseen the development and submission of documents required to ensure reimbursement from both local and state agencies and non-profit funding sources. Mr. Hibbard will be the principal primarily responsible for the development of the contract documents.

Mr. Rosa, principal and Architect will provide support in the development of the contract documents and will also be responsible to provide an independent review of the completed contract documents to ensure the final documents completely and concisely convey the full extent of the project work.

Mr. David Rosa, Cadd Manager will be responsible for the day to day development of the contract drawings. He has extensive experience in the development and coordination of drawings for roof replacement projects.

The individuals listed above will be assigned to the development of these roof replacement projects and are available to start work on the projects immediately.

Our firm has consistently produced high quality, very detailed contract documents that have received accelerated approval by local officials and numerous local and state funding sources. Further the high quality and extensive detail contained in our drawings has resulted in our projects being completed on time within budget and within minimal change orders, some roof replacement projects completed with no change orders. The concise nature of our construction documents is central to the efficient completion of the construction and administrative closeout of our projects.

Typically, our team will hold weekly job meetings with all interested parties. Roof projects historically move at a rapid pace during the summer months and weekly job meetings allow the team to keep informed of the progress and developments on site. Additionally, members of our team will be available to address emergent issues/on site conditions during the course of the work week.

Hibbard & Rosa Architect's believe it is essential for a successful project throughout development and construction to respond to owners, and contractor questions or concerns within 24 hours. This dedication has proven consistent success with all projects since our inception.

A review of our qualifications will demonstrate our teams ability to work collaboratively with Town officials, committee members and staff to develop a strategy for the roof replacement projects. Our team is well versed in the approval process from the local level up to the state approval process. Historically our team has worked well with local officials in the development of projects.

Services Expected of City

We request the City make available all drawing and specifications relative to the Bergin Complex construction/existing conditions.

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET
MIDDLETOWN, CT 06457

Information on Failure to complete Work, Default and Litigation

1. Have you ever failed to complete any work awarded to you?

   No

2. Have you ever defaulted on a contract?

   No

3. Is there any pending litigation which could affect your organizations ability to perform this agreement?

   No

4. Has your firm ever had a contract terminated for cause within the past five years?

   No

5. Has your firm been named in a lawsuit related to errors and omissions within the past five years?

   No

6. During the past seven years has your firm ever filed for protection under the Federal bankruptcy laws?

   No

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

   No

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

Architectural and Engineering Design Service for Bunker Hill Elementary School Portico Replacement

(Service or Commodity Covered by Contract)

Purchase Order dated 12-18-23; until construction phase is completed and accepted by the City

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Hibbard & Rosa Architects, L.L.C.
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

June 4, 2024
Date

Thomas F. Hibbard, Member
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒

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

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

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

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: Hibbard & Rosa Architects, L.L.C.
100 Riverview Center, Suite 272, 292 Main St
Middletown, CT 06457

Print Name and Title of Authorized Representative: Thomas F. Hibbard

Signature of Authorized Representative:

Date: June 3, 2024

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Middlesex

County of Middlesex

Thomas F. Hibbard, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Member of Hibbard & Rosa Architects, L.L.C. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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

	Name	Title	DOB	Stock %
1	None			
2				
3				
4				

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

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

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of: Thomas F.Hibbard

Witness
Carmelo Rosa

Hibbard & Rosa Architects, L.L.C.
Name of Partnership/Business

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

State of Connecticut)

) SS Middletown

County of Middlesex)

Thomas F. Hibbard being duly sworn,

deposes and says that he/she is Member of Hibbard & Rosa Architects, L.L.C. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 4th day of June 2024.

Gina M. Jones (Notary Public)

My Commission Expires: 04/30/2028

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

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

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

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

1 Addendum #1 May 29, 2024 4 _____

2 Addendum #2 May 30, 2024 5 _____

3 _____ 6 _____

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

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

06-1455688
Social Security Number
or Federal Identification Number

Member
Signature of Individual or Corporate Name

NA
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Hibbard & Rosa Architects, L.L.C.
By: Thomas F. Hibbard, Member
(Title)
Business Address: 100 Riverview Center, Suite 272
(City, State, Zip Code)
292 Main Street
Middletown, CT 06457
Phone: (860) 961-2107
Email: tom@hra.bz
Date: June 4, 2024

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Hillcrest Agency, LLC 28 Main St, Unit 3 Essex, CT 06426 License #: 1045873
CONTACT NAME:	Lisa Walden
PHONE (A/C, No, Ext):	(860)339-5534
FAX (A/C, No):	(860)339-5659
E-MAIL ADDRESS:	lwalden@hillcrestagency.com
INSURED	Hibbard & Rosa Architects, LLC 100 Riverview Center Ste 272 Middletown, CT 06457

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Hartford	29424
INSURER B :	The Hartford	29459
INSURER C :	Travelers	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 00000409-1078329** **REVISION NUMBER: 141**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			31 SBA PM7619	08/02/2023	08/02/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			31 SBA PM7619	08/02/2023	08/02/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			31 SBA PM7619	08/02/2023	08/02/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			31 WEC GQ7332	08/02/2023	08/02/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N/A						E.L. EACH ACCIDENT	$ 500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liab.			107826399	04/26/2024	04/26/2025	2,000,000 Occ.	3,000,000 Agg.
B	Valuable Papers			31 SBA PM7619	08/02/2023	08/02/2024	25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Waterbury
235 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

48 Lisa M Walden (LMW)

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STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

THOMAS F HIBBARD

has been certified by the Department of Consumer Protection as a licensed

ARCHITECT

License #: ARI.0004914
Effective Date: 08/01/2022
Expiration Date: 07/31/2023

Michelle Seagull, Commissioner

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

CARMELO J ROSA

has been certified by the Department of Consumer Protection as a licensed

ARCHITECT

License #: ARI.0008361
Effective Date: 08/01/2022
Expiration Date: 07/31/2023

Michelle Seagull, Commissioner

REQUEST FOR PROPOSAL
#7749
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
DESIGN & ENGINEERING SERVICES FOR THE BERGIN EDUCATION COMPLEX ROOF REPLACEMENT
ATTACHMENT E - COST PROPOSAL – REVISED 05/29/2024

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: June 19, 2024

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Hibbard & Rosa Architects, L.L.C.
(Print or Type Company/Corporate Name)

100 Riverview Center, Suite 272
(Print or Type Business Address)
292 Main Street

Middletown, CT 06457

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

DESIGN & ENGINEERING SERVICES FOR THE BERGIN EDUCATION COMPLEX ROOF REPLACEMENT	
I. Assessment Services	$ 26,100.00
II. Design Services	$ 26,100.00
III. Bid Services	$ 3,480.00
IV. Construction Administration Services	$ 13,920.00
Total Items I-IV Above	$ 69,600.00

**Provide an hourly rate to perform tasks that are determined to be Owner Controlled Contingency
$ 175.00 /hr.

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

Respectfully submitted by: Thomas F. Hibbard

06-1455688
Social Security Number or Federal Identification Number (Print or Type)

Hibbard & Rosa Architects, L.L.C.
Company/Corporate Name (Print or Type)

Thomas F. Hibbard
Signature of Authorized Official

Thomas F. Hibbard
Name of Authorized Official (Print or Type)

Member
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

100 Riverview Center, Suite 272 292 Main Street Business Address: (Print or Type)	(860) 704-8248 Business Fax Number: (Print or Type)
Middletown, CT 06457 City, State, Zip Code: (Print or Type)	(860) 961-2107 Business Mobile Number: (Print or Type)
(860) 346-1809 Business Telephone Number: (Print or Type)	tom@hra.bz Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

END OF ATTACHMENT E

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 19, 2024

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of an *Engineer Agreement* with Hibbard & Rosa Architects, LLC, in the not to exceed amount of $55,680.00, for Bergin Education Complex Roof Replacement Design and Engineering Services.

The aforementioned was approved by the Board of Education at its regular meeting of July 18, 2024.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc: M. Cherubini
J. Gay

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 9, 2024

TO: Honorable Board of Education Commissioners
Honorable Board of Alderman Members

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Engineer Agreement for Bergin Education Complex Roof Replacement Design and Engineering Services with Hibbard & Rosa Architects, LLC

The Education Department respectfully requests your review and approval of an engineer agreement pertaining to roof replacement at the Crosby High School and Wallace Middle School Complex in an amount not to exceed $55,680 with Hibbard & Rosa Architects, LLC. This agreement is for the assessment, design, bid services, and design services during construction for the replacement of the entire roof at the Bergin Complex.

The contract was initiated under RFP #7749. Funding will be from the Education Department's Capital budget. Design and bid services will be completed by January 31, 2025 and all services under this contract shall be complete within sixty (60) days after final completion of the Bergin Complex Roof Replacement as this contract includes Hibbard & Rosa providing design services during construction. Hibbard & Rosa has done satisfactory work for the Education Department in the past.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

Attachment
c: Mike Konopka, School Inspector

ENGINEER AGREEMENT
for
Bergin Education Complex Roof Replacement Design & Engineering Services
between
The City of Waterbury, Connecticut
and
HIBBARD & ROSA ARCHITECTS, L.L.C.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") HIBBARD & ROSA ARCHITECTS, L.L.C., located at 100 RIVERVIEW CENTER SUITE 272, 292 Main Street, MIDDLETOWN, CT 06457, a State of Connecticut duly registered domestic limited liability company (the "Firm").

WHEREAS, the Firm submitted a proposal to the City responding to **RFP No. 7749** for **Bergin Education Complex Roof Replacement Design & Engineering Services**; and

WHEREAS, the City accepted the Firm's Proposal for **RFP No. 7749**; and subsequently negotiated a scope of services (or project specifications) and compensation as attached hereto in **Attachment A**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **Bergin Education Complex Roof Replacement Design & Engineering Services** as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been

received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 7749*** (incorporated by reference);
1.1.2 **RFP No. 7749 Addendum #1**, dated (attached hereto);
1.1.3 Firm's response to **RFP No. 7749**, dated June 6, 2024 and consisting of 46 pages, and Firm's 2 page original Price Proposal, and Firm's Revised Price Proposal, dated June 19, 2024 and consisting of 3 pages (all attached hereto);
1.1.4 Firm's Certificate of Insurance (incorporated by reference);
1.1.5 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference);
1.1.6 All permits and licenses (incorporated by reference), and
1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).

*** The parties hereto agree that the scope of work of this Contract is limited to the following Proposal Items: I. Assessment Services, II. Design Services, and III. Bid Services. Proposal Item IV. CONSTRUCTION ADMINISTRATION SERVICES is not included within the scope of this Contract, rather is the subject of a separate Professional Services Agreement.**

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

1.2.1 Contract amendments and change orders
1.2.2 Contract
1.2.3 RFP 7749 Addendum #1
1.2.4 RFP 7749 Documents
1.2.5 Federal, State, and local laws, regulations, charter and ordinances.

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

2.1. Representations regarding Personnel. The Firm represents that it has, or will secure at its own expense, all personnel required to perform the services under this

Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Firm under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

********** IF WORKING IN/ON SCHOOL GROUNDS**********

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Firm shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Firm shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Firm shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Firm shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

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

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

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

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

3.5. Standard of Performance.

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

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

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

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. The Firm shall deliver monthly written reports to the Education Department School Inspector's Office (the City's "Using Agency") setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Firm and/or delivered by the Firm during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Firm's declaration as to whether the entirety of the Firm's work and services required in this contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by a Firm representative acceptable to the Using Agency.

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

3.9. Responses to Requests for Information. The Firm shall respond to Construction Contractor's requests for information (RFI's) within seven (7) consecutive calendar days after receipt thereof.

4. Responsibilities of the City. Upon the City's receipt of Firm's written request for specific information, the City will provide the Firm with that information the City agrees is necessary and appropriate to the services to be performed by the Firm hereunder and the City

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

5. Contract Time. The Firm shall complete all work and services required under this Contract within **sixty (60) consecutive calendar days after Final Completion* of Bergin Education Complex Roof Replacement Project Construction** and in accordance with the following Project Milestones ("Contract Time"):

> *Final Completion shall have the same meaning here as that term is defined within the Bergin Education Complex Roof Replacement Project Construction Contract

Project Milestone #1 – Complete Task 1 (Preliminary Design (30% Design Plans) of Bergin Education Complex Roof Replacement Project) by **October 15, 2024;**

Project Milestone #2 – Complete Task 2 (Semi-Final (70% Design Plans) of Bergin Education Complex Roof Replacement Project) by **December 15, 2024;**

Project Milestone #3 – Complete Task 3 (100% Final Design and Bid Documents for Bergin Education Complex Roof Replacement Project Construction) by **January 31, 2025;**

Project Milestone #4 – Complete Task 4 (Design Services During Construction) by Final Completion* of Bergin Education Complex Roof Replacement Project;

In addition Firm shall design the various projects components, and prepare Bid Documents that include Substantial and Final Completion dates, as those respective terms are defined in the respective Construction Contract, that are achievable by the applicable contractor, as follows:

For Construction - Substantial Completion by **June 30, 2025** and Final Completion by **July 31, 2025.**

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Firm further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Firm and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Firm shall pay to the City the sum of the greater of **Seven Hundred Fifty Dollars ($750.00) per calendar day** for each and every calendar day for which the Firm is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the

actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Firm under this Contract. The Firm understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Firm be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

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

6.1. Fee Schedule.* The fee payable to the Firm shall not exceed **FIFTY-FIVE THOUSAND SIX HUNDRED AND EIGHTY DOLLARS AND ZERO CENTS ($55,680.00)** shall be in accordance with the Firm's response to **RFP No. 7749**, dated June 6, 2024 and Firm's revised Price Proposal dated June 19, 2024, which is summarized below:

I.	ASSESSMENT SERVICES	$26,100.00
II.	DESIGN SERVICES	$26,100.00
III.	BID SERVICES	$ 3,480.00

*** NOTE: CONSTRUCTION ADMINISTRATION SERVICES are not included in the scope of this Contract. Refer to Professional Services Agreement issued under separate cover for such services.**

6.2. Limitation of Payment. Compensation payable to the Firm is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Firm's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Firm's invoices shall describe the work, services, reports, plans, specifications, drawings, deliverables, etc. rendered and the compensation sought therefore in a form, and with detail and clarity, acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Firm in preparing its response to **RFP No. 7749** shall be solely borne by the Firm and are not included in the compensation to be paid by the City to the Firm under this Contract or any other contract.

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

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

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

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

8. **Indemnification.**

8.1. The Firm shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Firm, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Firm's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Firm or any employee of the Firm , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Firm understands and agrees that any insurance required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

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

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

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

9. Firm's Insurance.

9.1. The Firm shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Firm and such insurance has been approved by the City. The Firm shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of

cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

9.4.1 General Liability Insurance:
$1,000,000.00 Per Occurrence
$2,000,000.00 Aggregate
$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:
$1,000,000.00 combined single limit (CSL)
Providing coverage to protect the City with respect to claims for damage for bodily injury and/or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances.

9.4.5 Professional Liability Insurance:
$1,000,000.00 Each Claim
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Firm.

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

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

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

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

9.9. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.10. Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. The Firm agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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

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

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

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

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

rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Firm who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

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

12. Housing and Urban Development Section 3 Clause. In the event this Contract is

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

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

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

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

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

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

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

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

13. Termination.

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

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

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Firm acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Firm therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event

sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

13.4. Rights Upon Cancellation of Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Firm for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Risk of Damage and Loss. The Firm shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Firm, by someone under the care and/or control of the Firm, by any subcontractor of the Firm, or by any

shipper or delivery service. The Firm shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc, associated with the foregoing repair and replacement obligation. Further, the Firm shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed

valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Firm and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to

resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 7749** and **(ii)** the Firm's response to the aforementioned **RFP No. 7749.**

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

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

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

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

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

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

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

Firm:	HIBBARD & ROSA ARCHITECTS, L.L.C. 100 Riverview Center Suite 272 292 Main Street Middletown, CT 06457
City:	Mike Konopka, School Inspector Waterbury Public Schools 236 Grand Street Waterbury, CT 06702

With a copy to:

Office of the Corporation Counsel
City of Waterbury
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

32.9. The Firm is hereby charged with the requirement that it shall have knowledge of, and shall fully comply will, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized

Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

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

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

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Firm set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Firm records and files related to the performance of this Contract and those records and files

are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

HIBBARD & ROSA ARCHITECTS, L.L.C.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 7749*** (incorporated by reference);

1.1.2 **RFP No. 7749 Addendum #1**, dated (attached hereto);

1.1.3 Firm's response to **RFP No. 7749**, dated June 6, 2024 and consisting of 46 pages, and Firm's 2 page original Price Proposal, and Firm's Revised Price Proposal, dated June 19, 2024 and consisting of 3 pages (all attached hereto);

1.1.4 Firm's Certificate of Insurance (incorporated by reference);

1.1.5 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference);

1.1.6 All permits and licenses (incorporated by reference), and

1.1.7 Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).

PROPOSAL FOR
RFP #7749

DESIGN & ENGINEERING SERVICES

BERGIN EDUCATION COMPLEX
ROOF REPLACEMENT

WATERBURY, CT



PREPARED BY
HIBBARD & ROSA ARCHITECTS L.L.C.
100 RIVERVIEW CENTER, SUITE 272
292 MAIN STREET
MIDDLETOWN, CT 06457

June 6, 2024

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET
MIDDLETOWN, CT 06457

June 6, 2022

Mr. Kevin McCaffrey
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

On behalf of Hibbard & Rosa Architects, L.L.C. I would like to thank you for the opportunity to present our qualifications. We believe our approach to your roof replacement project will provide you with a long term, cost effective solution.

The following Company information is provided:

Firm Name:	Hibbard & Rosa Architects, L.L.C. 100 Riverview Center, Suite 272 292 Main Street Middletown, CT 06457
Date Organized:	April 26, 1996
Form of Ownership:	Limited Liability Company (LLC) – Connecticut
Years of Service:	28 years in operation under our current name.
Firm Members:	Thomas F. Hibbard – founding member Carmelo J. Rosa – founding member Extensive background and experience in exterior and interior renovations. Have provided designs services for Federal agencies, State government agencies, municipalities, Non-profits and private clients.

Hibbard & Rosa architects, L.L.C., along with our consultants, have several years experience in working with roof replacement projects similar to your own. Additionally, our firm prepared the documents for the 1999 Crosby High School Roof replacement project. Our proposal will demonstrate our past success in the design and administration of a variety of public and private contracts, including state reimbursed school projects. Our proposal includes the following:

- Philosophy - Statement of Qualifications
- Summary of Relative Experience
- Resumes of Key Personnel
- Qualifications – Work Plan
- Information Regarding Default Litigation
- Attachment A
- Attachment C
- Accord Insurance Certificate
- Copies of Licenses
- Cost Schedule: Attachment E (Separate Envelope)

We have reviewed the City of Waterbury's Request for Proposal (RFP) and do not take any exception to the requirements contained therein. Our proposal will remain valid and in effect for a period of one hundred twenty (120) days from June 6, 2024.

Additionally, we have received and acknowledge Addendums #1 & #2 and take no exception to the information contained therein.

Again, we thank you for the opportunity to submit this proposal. We look forward to meeting with you and your committee to more fully acquaint you with our services and answer any questions you may have.

Sincerely,

Thomas F. Hibbard

Thomas F. Hibbard
Principal Architect

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER, SUITE 272, MAIN STREET
MIDDLETOWN, CT 06457

Philosophy

Since our inception Hibbard & Rosa Architects, L.L.C. Has sought to bring together design teams specifically structured to develop exceptional projects focused on the needs of our clients. Our attention to detail is foundational to the successful completion of our projects. From the beginning HRA's primary focus has been Architectural design, concentrating on exterior and interior renovations, additions, historic restoration and new construction. For each project we engage our consultants to provide the survey, engineering and administrative services required.

Our team will actively engage the client and stake holders as required to develop a project program that meets all the needs of the City and fits with the overall strategy for the future development of Bergin Education Complex. HRA is capable and ready to assist the City of Waterbury with this roof replacement project.

Preliminary Design & Feasibility Study

Using existing facility data, plans, drawings, owner knowledge and site visits, investigate and make recommendations to resolve any current issues relating to the operation(s) and or design of existing facility components and/or systems and make recommendations for renovation or replacement to achieve a cost effective, efficient sustainable solutions.

Our team will conduct a thorough investigation and survey of the project conditions. It is HRA'S standard practice to inspect and investigate the existing roof system and all items projecting above it (i.e.) chimneys, penthouses, skylights, mechanical equipment, curbs, flashings, etc. to determine the full extent of renovations required.

Design Development

Utilize the information gathered in the study phase to design a solution to the issue(s) and develop a project budget. Provide appropriate plans and details for the scope. Incorporate any appropriate information provided by your consultants.

Construction Documents

Provide documentation of the solution, including drawings and specifications that that can be used to utilize a Request for Proposal or Bid seeking a contractor to perform the work. Provide complete construction documents and written specifications.

Bidding

Provide support during this phase through answers to questions or proposal review. Assist with the bid packages, questions and RFI's, evaluation and recommendation of the best qualified contractor.

Construction Administration / Management / Reports / Coordination

Provide administrative review over the construction process once the contract has been awarded, including walk-through site visits, incremental inspections of work and review of vendor invoices, weekly site visits attending job meetings and observing progress of construction. Respond to questions from the contractors and material suppliers, review shop drawings and submittals, review and certifying monthly applications for payment, authorize clarifications and minor changes to the documents, assist consultants with construction administrative duties, record keeping, as built drawing compilation, and project closeout responsibilities.

Our services include, without limitation, monitoring and tracking financial activities. Our team will prepare and recommend payment for request received from the contractor to the City of Waterbury's representative. We will assist the City in negotiating for reasonable and mutually agreeable prices between the City and the Construction Contractor for any additional work.

Summary of Relevant Experience

Following is a brief summary of roof replacement projects completed within the last three years:

Partial Roof Replacement Woodside Fire House – Phase I & II
City of Stamford
888 Washington Blvd.
Stamford, CT
Contact: Nancy Ormsby
(203) 977-4637
Project scope included the installation of 3,765 sq. ft. of .090 EPDM on cover board on 1/8" per ft. tapered polyisocyanurate insulation on 1/8" sloped DOX plank roof deck. Insulation value of R-30.

Start Date:	December 2, 2021
End Date:	November 30, 2023 (Extended due to material shortages)
Original Contract:	$118,300,00
Final Cost:	$120,900.00

Completed on time

Partial Roof Replacement South Windsor High School
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This 96,531 sq. ft. partial roof replacement project utilized a two-ply modified built-up roof system with a 30 year warranty. Roof deck types included flat and sloped metal roof decks and flat gypsum plank roof deck. The new roof system was installed on tapered and flat polyisocyanurate insulation. The finish roof surface has a minimum ¼" per ft. slope and the average R value exceeds 30. $89,100.89 of change order cost due to increased material cost during covid.

Start Date:	July 15, 2021
End Date:	March 19, 2024 (Extended due to material shortages)
Original Contract:	$2,400,000,00
Final Cost:	$2,504,082.89

Completed on time

Roof Replacement Timothy Edwards Middle School
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This project includes a total roof area of approximately 45,107 sq. ft. The existing roof systems will be removed down to the existing gypsum or metal roof deck and new thermoplastic on a tapered insulation system installed on 41,443 sq. ft. On the remaining 3,664 sq. ft. a thermoplastic membrane will be installed on 5.2" of flat stock insulation on a sloped gypsum roof deck.
Start Date: March 23, 2023
End Date: January 7, 2024
Original Contract: $3,173,719.00
Final Cost: $3,125,529.20
Completed on time

Partial Roof Replacement Center Road Elementary School
Town of Vernon
375 Hartford Turnpike
Vernon, CT 06074
Contact: Dwight Ryniewicz
(860) 870-3500
The Vernon Center Road School partial replacement project encompasses an area of approximately 42,860 sq. ft. The existing roof systems were removed down to the existing metal roof deck. A new 2 ply modified built-up roof system on 1/8" per ft. tapered insulation was installed on the existing sloped (1/8" per ft.) metal roof deck. $58,600.00 of change order cost due to increased material cost during covid.
Start Date: September 27, 2021
End Date: November 17, 2023 (Extended due to material shortages)
Original Contract: $1,108,000.00
Final Cost: $1,206,432.09
Completed on time

Partial Roof Replacement One Connecticut Financial Center, New Haven
Chase Enterprises, Inc.
225 Asylum Street
Hartford, CT 06103
Contact: Rob Cirinna
(860) 461-8518
This roof replacement was approximately 3,722 sq. ft. of a 2 ply modified roof system on tapered insulation on a concrete roof deck. The roof is above the 27th floor of One Connecticut Financial Center. Roof installation completed with no change orders.
Completed on time

Partial Roof Replacement Sedgwick Middle School
Town of West Hartford
50 S. Main Street
West Hartford, CT 06107
Contact: Bill Phibbs
(860) 561-7523
This project included the removal of approximately 25,547 sq. ft. EPDM roof system down to the existing metal of gypsum roof deck. A new .090 mill EPDM with 30 year warranty was installed on tapered polyisocyanurate insulation. The new roof system has a finished slope of ¼" per ft.
Start Date: June 22, 2022
End Date: November 4, 2022
Original Contract: $669,600.00
Final Cost: $690,290.93
Completed on time

Partial Roof Replacement DPW Maintenance Building – South Wing
Town of West Hartford
50 S. Main Street
West Hartford, CT 06107
Contact: Bill Phibbs
(860) 561-7523
Project scope includes 18,078 sq. ft. .090 EPDM installed on 1/8" tapered polyisocyanurate insulation on 1/8" sloped metal roof deck. An additional 9,122 sq. ft. .090 EPDM installed on ¼" tapered polyisocyanurate insulation installed on flat metal roof deck.
Start Date: January 31-2023
End Date: January 3, 2024
Original Contract: $1,025,100.00
Final Cost: $1,102,764.81
Completed on time

Partial Roof Replacement Burnham Elementary School
Regional School District 12
11A School Street
Washington Depot, CT 06793
Contact: Donald O'Leary
(860) 868-6174
This project included the removal of approximately 2,902 sq. ft. of the original slate shingle roof and replacement with a structural standing roof system. An additional 2,344 sq. ft. of flat roof was removed down to the wood roof deck and a new tapered insulation and 2 ply modified roof system installed.
Start Date: March 27, 2022
End Date: October 26, 2022
Original Contract: $306,400,00
Final Cost: $306,400.00
Completed on time

Roof Replacement Westbrook Town Hall
Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498
Contact: Jeffrey Tindall
(860) 943-3241
Project included the removal of asphalt shingles on sloped wood roof deck and the installation of 18,600 sq. ft. standing seam roof in its place. An additional 6,000 sq. ft. of 2 ply modified roof system was installed on ¼" per ft. tapered polyisocyanurate insulation on flat wood roof deck.
Start Date: May 17, 2022
End Date: October 23, 2023 (Extended due to material shortages)
Original Contract: $1,190,768.00
Final Cost: $1,197,910.00
Completed on time

Roof Replacement Westbrook Town Library
Town of Westbrook
866 Boston Post Road
Westbrook, CT 06498
Contact: Jeffrey Tindall
(860) 943-3241
Project required the removal of asphalt shingle on a sloped wood roof deck and its replacement with 10,415 sq. ft. of structural standing seam roof system. Roof work included barrel vault and eyebrow window openings in the roof.
Start Date: July 21, 2022
End Date: October 23, 2022
Original Contract: $623,000.00
Final Cost: $623,000.00
Completed on time

Partial Roof Replacement 660 Morehouse Road
Town of Easton DPW
15 Westport Road
Easton, CT 06612
Contact: Ed Nagy P.E.
(203) 268-0714
Project included the removal of the existing flat roof system down to the existing flat metal roof deck and the installtion of .090 EPDM membrane on ¼" per ft tapered polyisocyanurate insulation on the metal roof deck. $55,500.00 of change order cost due to increased material cost during covid.
Start Date: May 5, 2022
End Date: December 14, 2022
Original Contract: $514,000.00
Final Cost: $582,420,89
Completed on time

Partial Roof Replacement Eli Whitney Elementary School
Town of Enfield DPW
40 Moody Road
Enfield, CT 06082
Contact: William DuFour
(860) 763-7400
This partial roof replacement project encompasses a total area of 60,154 sq. ft. 53,654 sq. ft. has a 1/8" per ft tapered insulation system installed on a 1/8" per ft. sloped roof deck, finish slope is ¼" per ft. slope. The remaining 6,500 sq. ft. of roof is a sloped roof area. New flat stock insulation was installed on the sloped roof. The new roof system is a 25 year, low VOC, TPO membrane roof system on the insulation.
Start Date: March 10, 2022
End Date: December 7, 2022
Original Contract: $1,331,800.00
Final Cost: $1,401,485.57
Completed on time

Partial Roof Replacement Hazardville Memorial School
Town of Enfield DPW
40 Moody Road
Enfield, CT 06082
Contact: William DuFour
(860) 763-7400
This project includes a total roof area of approximately 45,107 sq. ft. The existing roof systems will be removed down to the existing gypsum or metal roof deck and new thermoplastic membrane on a tapered insulation system installed on 41,443 sq. ft. On the remaining 3,664 sq. ft. a thermoplastic membrane will be installed on 5.2" of flat stock insulation on a sloped gypsum roof deck.
Start Date: March 10, 2022
End Date: December 8, 2022
Original Contract: $1,324,600.00
Final Cost: $1,378,633.16
Completed on time

Roof Replacement for Margaret M. Generali Elementary School
City of Waterbury
235 Grand Street
Waterbury, CT 06702
Contact: Rosh Madgfour
(203) 574-8031
The Generali roof replacement project encompasses an area of 32,197 sq. ft. On 26,297 sq. ft. of roof area the existing roof systems were removed down to the existing metal, concrete, tectum, or wood roof deck. A 1/8" or ¼" per ft. tapered polyisocyanurate insulation was installed to achieve a final roof slope of ¼" per ft. minimum. The remaining 5,898 sq. ft. of roof area had the existing roof system removed down to the existing plywood roof deck sloped in excess of ¼" per ft. 5.2" of flat stock insulation was installed. A 2 ply modified bituminous roof system installed on all areas of the roof.

Start Date:	September 10, 2020
End Date:	December 22, 2022 (Extended due to material shortages)
Original Contract:	$745,050.00
Final Cost:	$760,275.26

Completed on time

Roof Replacement South Windsor High School Annex
South Windsor Board of Education
1737 Main Street
South Windsor, CT 06074
Contact: Darrel Crowley
(860) 291-1220
This recently completed roof replacement project of approximately 45,436 sq. ft. is nearing completion. The new roof system is a 25 year, mineral surface SBS modified membrane roof system on tapered insulation. Other improvements include replacement of the existing primary roof drains and the installation of overflow scuppers and repoint of the chimney. $51,893.60 of change order cost due to increased material cost during covid.

Start Date:	May 5, 2021
End Date:	November 11, 2022 (Extended due to material shortages)
Original Contract:	$1,140,000.00
Final Cost:	$1,200,544.67

Completed on time

Partial Roof Replacement Stanton School – Phase II
Norwich Board of Education
90 Tolon Street
Norwich, CT 06074
Contact: Matt Brown
(860) 934-1110
This partial roof replacement project encompassed an area of approximately 10,200 sq. ft. The new roof system is a 20 year, modified built-up roof system on ¼" per. ft. tapered polyisocyanurate insulation on a metal roof deck.

Start Date:	April 14, 2021
End Date:	October 20, 2021
Original Contract:	$193,000,00
Final Cost:	$193,000.00

Completed on time

Partial Roof Replacement Sage Park Middle School – Phase I
Town of Windsor
275 Broad Street
Windsor, CT 06095
Contact: Marco Aglieco
(860) 285-1870
This roof replacement project encompasses a total area of approximately 49,800 sq. ft. The new flat roof system is approximately 38,300 sq. ft. and is a 25 year, mineral surface SBS modified membrane roof system on flat stock or tapered insulation. Other work included refurbishing the existing roof top mounted sloped standing seam metal roof screen. The back of the metal screen was enclosed to create a water tight enclosure. $81,592.00 of change order increase attributed to an additional roof section over the wood shop added to the scope of work.
Start Date: April 21, 2021
End Date: December 20, 2021
Original Contract: $1,432,000.00
Final Cost: $1,523,581.00
Completed on time

Partial Roof Replacement & Code Improvements Sayles Elementary School
Sprague Public Schools
25 Scotland Road
Baltic, CT 06330
Contact: William Hull
(860) 822-8264
The asphalt shingle roof replacement at the Sayles Elementary School encompasses an area of approximately 36,500 sq. ft. The existing roof system was removed down to the existing plywood roof deck, deteriorated plywood replaced, and underlayment installed. Other roof related work includes all new siding for the roof dormers, .040 aluminum gutters, leaders and flashings.
Start Date: March 28, 2021
End Date: November 18, 2021
Original Contract: $480,000,00
Final Cost: $481,315.00
Completed on time

Conflict of Interest

Hibbard $ Rosa Architects, L.L.C., the members , employees and consultants do not a have any financial interest or business conflicts with any member of the City of Waterbury or its employees.

Hibbard & Rosa Architects LLC

100 RIVERVIEW - SUITE 272 – MAIN STREET – 292 MAIN STREET
MIDDLETOWN, CT 06457

Established in 1996 by Thomas F. Hibbard and Carmelo Rosa, Hibbard and Rosa Architects, L.L.C. is the successor firm to Seb J. Passanesi, Architects. Located in Middletown, CT for over 60 years we have provided service for a full range of projects. Our clients include a cross section of municipal, state departments, retail, commercial, industrial, residential, religious and government institutions. Since its inception our firm has been dedicated to providing quality architectural design and service. Our firm is experienced in providing services for new construction, renovations, adaptive use designs and historic preservation.

Thomas F. Hibbard - Principal

Mr. Hibbard is a 1981 graduate of the Catholic University of America School of Architecture. He is a licensed Architect in the State of Connecticut. His diverse background includes the design and construction of many municipal, government, State and private contracts. He has extensive knowledge in new construction and renovations.

Mr. Hibbard has worked for over 50 Municipalities through-out the State. He has provided professional architectural services for municipal facilities, K-12 schools, colleges, State facilities, private entities, and non-profit organizations through-out his career. Mr. Hibbard has extensive experience in roof replacement and exterior building renovations. This past year six school roof replacement projects were successful bid and construction completed.

EXPERIENCE:

Hibbard & Rosa Architects L.L.C. 1996 – Present
Middletown, Connecticut
Principal

Seb J. Passanesi, P.C. 1992-1996
Middletown, Connecticut
Project Manager, Vice President

Kaestle Boos Associates 1986-1990
New Britain, Connecticut
Intern Architect

EDUCATION:

Catholic University of America
Washington D.C.
B.S. Architecture 1981

CERTIFICATES:

University of Tennessee Certificate in Sustainable Design & Green Buildings Level 1

MEMEBERSHIPS:

American Institute of Architects (AIA)
International Code Council (ICC)
GSA Registered Vendor

LICENSES:

State of Connecticut – Lic. # 4914

MILITARY EXPERIENCE:

U.S. Navy 1982-1986
U.S. Navy Reserves 1986-2004
Commander

CLIENTS:

- City of Stamford, CT
- Town of South Windsor, CT
- Town of Windsor, CT
- Town of Westbrook, CT
- Town of Fairfield, CT.
- City of West Haven, CT
- Town of Enfield, CT
- Town of Guilford
- Town of Southington, CT
- City of Easton, CT
- City of Waterbury, CT
- Town of North Branford, CT
- Region 12 Board of Education
- Region 13 Board of Education

Carmelo J. Rosa - Principal

Mr. Rosa is a 1988 graduate of Roger Williams University School of Architecture. He received a B.S. in Architecture with a minor in Civil Engineering. He is a licensed Architect in the State of Connecticut, Rhode Island, New York, Massachusetts, Vermont, and New Hampshire. He has extensive knowledge in new construction and renovations with municipal, government, State and private contracts.

Mr. Rosa has worked for over 50 Municipalities through-out the State. Mr. Rosa is also registered in the surrounding states and has provided architectural services in these states through-out his career. He has provided professional architectural services for K-12 schools, colleges, State facilities, Government facilities, private entities, and non-profit organizations through-out his career.

Mr. Rosa is currently completing bidding services for various modernization projects for Stamford Housing Authority Dba Charter Oak Communities. He recently completed construction administration services for renovations to U.S. Probations offices and Judges Chambers as well as the Department of Social Services for the State of Connecticut. Mr. Rosa has recently developed construction documents for renovations for the Social Security Administration offices in New Haven CT, as well as the School of Law, School of Medicine and the Office of Development for Yale University. Mr. Rosa is currently working on the Social Security Administration Offices in Middletown, CT.

EXPERIENCE:

Hibbard & Rosa Architects L.L.C. 1996 – Present
Middletown, Connecticut
Principal

Seb J. Passanesi, P.C. 1992-1996
Middletown, Connecticut
Project Manager

Kaestle Boos Associates 1988-1992
New Britain, Connecticut
Intern Architect

EDUCATION:

Roger Williams University
Bristol, R.I.
B.S. Architecture 1987
Minor in Civil Engineering

LICENSES:

State of Connecticut – Lic. # 8361

MEMEBERSHIPS:

American Institute of Architects (AIA)
International Code Council (ICC)
GSA Registered Vendor

State of Connecticut – Lic. # 8361

CLIENTS:

- Stamford Housing Authority
- Connecticut Department of Social Services
- Connecticut Department of Children and Families
- Yale University
- United States Department of Justice
- Social Security Administration
- MARC, Middletown, CT
- Safe Home Security, Inc.
- Region 17 Schools
- DBS, Inc.
- O & G Industries
- Chase Enterprises, Inc.
- Cornerstone Properties, Inc
- Borghesi Building & Engineering, Inc
- City of Middletown, CT
- Wesleyan University, Middletown, CT
- JLN Contracting, Inc.
- Airport Auto Body, LLC
- Premier Building & Development
- LAZ Parking

HYGENIX
Division of Pennoni

49 Woodside Street
Stamford, CT
203-324-2222
Pennoni.com

Firm Overview

Since 1985, Hygenix has been a leader in environmental consulting, testing and laboratory services. Their staff of environmental scientists includes certified industrial hygienists (ABIH), geologists and licensed environmental professionals, supported by a laboratory accredited by the Connecticut Department of Public Health. The staff employs innovative tools and techniques to assess asbestos containing materials, lead-containing paint, radon, and various other contaminants in buildings, as well as, to assess soil, soil vapors and groundwater for contaminants of concern.

In October 2022, Pennoni purchased certain assets and welcomed the staff of Hygenix, Inc. With the addition of Hygenix, Pennoni is strengthening its Environmental, Health and Safety (EHS) service offerings nationwide. With our office in Stamford, CT, Pennoni can provide a representative on-site to meet with you within short notice to tend to immediate project needs.

Pennoni views the start of every project as the beginning of a collaboration because we understand the value of partnership. As a mid-sized multidisciplinary firm, our engineers gain experience across several disciplines through which we approach engineering challenges from a wider perspective than most. From land development to energy management, our expertise runs deep and our passion for problem-solving runs even deeper. Throughout five decades, our commitment to elevating the impact of our outcomes through personalized service has been steadfast. We have the experience to anticipate roadblocks and the insight to understand how to move past them. We also have the flexibility to be innovative in our approach with the integrity to get things right. Our goal is to help communities and private sector clients alike navigate the ever-changing technological advancements available and learn how best to integrate "smart" solutions into the current landscape and make them a part of resilient and sustainable planning.

Pennoni milestones are bigger than any one project. We measure achievement in innovation, efficiency, and excellence. The footprint of our work may be large, but our focal point is not just on "where"; it's on "how". We are relentless in our aim to bring fresh perspectives and new technologies. We establish relationships based on honesty to create trust and longevity. The net effect? Our combination of talent and experience that generates unprecedented results for diverse projects across our geographic reach.

Established as a corporation in 1966, Pennoni is a multidisciplinary firm that employs more than 1,200 professional, technical, and administrative personnel in more than 35 offices strategically located to best serve our growing list of clients. Pennoni provides services to local, state, and federal governments and private, commercial, industrial, and construction clients, as well as to other professional firms. With an Employee Stock Ownership Program (ESOP) in place, we dedicate ourselves daily to client service, to giving back to the community, and to nurturing the entrepreneurial spirit of our employee-owners. We have received numerous awards for our work as well as our corporate culture, including national rankings by the Zweig Group and Engineering News-Record.

Structural Engineering

Our structural engineering staff thrive on design and technical challenges involved in creating durable structures that meet the challenges of creative architecture. Our staff work with architects, owners, and builders on a wide range of building types, and possess a thorough knowledge of materials, including steel, concrete, masonry, and timber. Our understanding of structure allows us to develop cost effective and long-lasting solutions. Our reputation is a result of our performance on technically demanding and often high-profile projects.

Environmental, Health, & Safety Services

When working on environmental, health, and safety projects, our staff aims to aid our clients in protecting their community, their businesses, and their natural climate from such adverse products as pollution, mold, and other hazardous materials. Pennoni's Environmental Technology consists of environmental, civil, and chemical engineers, geologists, industrial hygienists, and environmental scientists experienced in performing a wide range of environmental support services.

Our Environmental staff is qualified and experienced in providing hazardous materials surveys, asbestos, lead-based paint, mold, and PCB management, indoor air quality studies, and health and safety planning. Pennoni has a working relationship with area regulatory agencies and can provide air permitting, solid and hazardous waste management, underground storage tank management, as well as, agency negotiations, and expert testimony/litigation support services. We also have experience with environmental impact statements, endangered species and wetland delineations/mitigations, compliance audits, and landfill investigations/closures.

We partner with regulatory and environmental protection agencies to understand the best practices for solid and hazardous water management, endangered species, wetland delineations, landfills, and more. The result of a successful environmental, health, and safety project shows a commitment and dedication to the environment and the people who live in it.

HYGENIX DIVISION OF PENNONI
STAFF ORGANIZATION

PRIMARY POINTS OF CONTACT

The primary point of contact for this project is:

James Twitchell, Project Manager
HYGENIX Division of Pennoni (HDP)
49 Woodside Street
Stamford, CT 06902

telephone # 203-324-2222 x15
mobile # 203-554-1249
e-mail: jtwitchell@pennoni.com

Ross Stuart, PE, SE,
Associate VP, Structural Division Manager
Pennoni
1900 Market St, Suite 300
Philadelphia, PA 19103

telephone # 215-254-7868
mobile # 610-425-8169
e-mail: rstuart@pennoni.com

TESTING LABORATORIES

HYGENIX Division of Pennoni (HDP) has relationships with many laboratories that provide us the flexibility to meet our clients' scheduling demands. The following is a list of some of the laboratories we use:

AmeriSci New York (Asbestos Samples)
117 East 30th Street
New York, NY10016
CT Registration # PH 0186
ELAP # 11480

Phoenix Environmental (PCB, IAQ, Other)
587 East Middle Turnpike
Manchester, CT 06040

Complete Environmental Testing (PCB, Lead, Other)
80 Lupes Drive
Stratford, CT 06615

Con-Test Analytical Laboratories (PCB Samples)
39 Spruce Street
East Longmeadow, MA 01028

Schneider Laboratories (Lead & IAQ Samples)
2512 West Cary Street
Richmond Virginia 23220

York Analytical Laboratories (PCB, IAQ, Other)
120 Research Drive
Stratford, CT 06615

CERTIFIED STAFF

Listed below are the full-time certified staff members that HDP has available to assign to this project:

Ross Stuart, PE, SE, (Associate VP, Structural Division Manager)

Robert C. Brown, MS, CIH (Senior Industrial Hygienist & Office Manager)

Arthur Morris, MS, LEP (Senior Industrial Scientist)

Nic Vasquez, CIH (Senior Industrial Hygienist)

James Twitchell (Senior Industrial Hygienist)

Ryan Ebenhack, MS (Staff Industrial Hygienist)

Ted Tio, MS (Senior Industrial Hygienist)

Peter Antonucci (Staff Geologist)

Jason Gemmell (Staff Industrial Hygienist)

Brian Baker (Graduate Environmental Scientist)

Kyle Ryen (Graduate Industrial Hygienist)

Paul Constantin (Graduate Engineer)

Resumes of the staff members, most likely to be assigned to this project are included in the following pages of this document.

SENIOR STAFF RESUME'S

SENIOR INDUSTRIAL HYGIENIST & OFFICE MANAGER

ROBERT C. BROWN

Professional Experience

November 2022 – Present -- HYGENIX Division of Pennoni, Stamford, CT

1987 – October 2022 -- HYGENIX, Inc., Stamford, CT
Director of Industrial Hygiene

- Co-founder of environmental and industrial hygiene consulting firm. Served as laboratory director and initiated programs for the assessment of asbestos, lead-based paint, and indoor air quality. Responsibilities include policy-making and technical coordination for a staff of industrial hygiene technicians.

1981 – 1987 -- Greenwich Department of Health, Greenwich, CT
Director of Environmental Health and Laboratory

- Developed policies and supervised the implementation of environmental health programs to a community of 60,000 residents. Responsible for educating and enforcing compliance with public health regulations in areas of sewage disposal, water treatment, food sanitation, solid waste and hazardous materials management. Served as laboratory director.

Education

1970 – 1975 -- Northeastern University, Boston, MA
Bachelor of Science

- Majored in Medical Laboratory Science at the School of Pharmacy and Allied Health Professions. Curriculum included a 1-year internship at the New England Deaconess Hospital with formalized training in clinical chemistry, microbiology, hematology, and immunology.

1976 – 1978 -- Tulane University, New Orleans, LA
Master of Science in Hygiene

- Majored in Environmental Health Science at the School of Public Health and Tropical Medicine. Curriculum included coursework in biostatistics, epidemiology, environmental chemistry and microbiology, and occupational and radiological health.

1981 – 1985 -- Columbia University, New York, NY
Doctoral Candidate

- Majored in Environmental Science at the School of Public Health. Completed prerequisite course work (not including dissertation) in a curriculum encompassing toxicology, public health and industrial hygiene related courses.

Professional Memberships

- American Industrial Hygiene Association
- American Conference of Governmental Industrial Hygienists
- National Environmental Health Association
- American Public Health Association
- American Society of Heating, Refrigeration and Air Conditioning Engineers

Accreditations

- Certified Industrial Hygienist (American Board of Industrial Hygiene)
- Certified CT/NY Asbestos Inspector, Project Monitor, Management Planner and Project Designer
- Certified CT Lead Inspector/Risk Assessor and Project Designer

ASSOCIATE VICE PRESIDENT, STRUCTURAL DIVISION MANAGER

ROSS E. STUART

Professional Experience Summary

Mr. Stuart, a Senior Structural Engineer, and Division Manager, has over 16 years of structural design and assessment experience. He has assisted with the design, coordination, administration, and management of the structural engineering for a diverse spectrum of projects, including new construction, rehabilitation, adaptive reuse, inspection, condition assessment, pre-purchase due diligence and bid repair projects. Prior to joining Pennoni, he served as a project engineer on a variety of commercial, institutional, manufacturing process, and industrial facilities throughout the mid-Atlantic region.

Mr. Stuart's design experience includes steel framing and connections, foundations (deep and shallow), adaptive reuse of existing structures, reinforced concrete, masonry, cold formed steel, wood. His design experience applies to a wide range of structures, including commercial, parking, casino, residential, education, health care, municipal and other mixed-use projects.

Mr. Stuart's field experience includes multiple site visits and condition assessment surveys for a variety of structures. The type of condition assessment work varies from façade restoration, Philadelphia Ordinance fulfillment, pre-purchase due diligence, emergency repair work and general building evaluation. His investigation field work includes a wide range of structures, including concrete, parking, steel, wood, and masonry structures.

Education

2007 – BS – Civil/Environmental Engineering - Rutgers University, New Brunswick, NJ

Professional Registrations

* Professional Engineer: CT (#34230)
* Professional Engineer: PA. FL, NJ, DE, NC, NY, WV, AR, MD, MI
* Professional Structural Engineer: HI, NV, IL, UT, OK

Profession Affiliations

* American Society of Civil Engineers
* Delaware Valley Association of Structural Engineers
* American Concrete Institute
* American Institute of Steel Construction
* Structural Engineers Association of Pennsylvania

Honor/Awards

* Civil & Structural Engineer Rising Stars Award, Civil+Structural Engineer Magazine (2019)
* Certified CT/NY Asbestos Inspector, Project Monitor, Management Planner and Project Designer
* Certified CT Lead Inspector/Risk Assessor and Project Designer

SENIOR INDUSTRIAL SCIENTIST

ARTHUR B. MORRIS, MS, LEP

Education:

1974 BA - Environmental Science - Long Island University
1980 MS - Biology - Southern Connecticut State College

Special Training & Certifications:

1986 McCrone Research Institute "Identification of Asbestos"
1984 Occupational Safety and Health Center
"Sampling and Evaluating Airborne Asbestos Dust (NIOSH 582)"
1988 NY State Department of Labor Restricted Asbestos Handler II
1990 American Board of Industrial Hygiene
IHIT - Industrial Hygienist in Training
1992 Health & Safety During Underground Storage Tank Remediation (16 hrs.)
1998 Connecticut DEP-Licensed Environmental Professional (LEP) License #257
1999 40Hr OSHA Training-Hazardous Waste Operations & Emergency Response

US Test Tightness Testing Certification (Volumetric Ultrasonic Testing)
USTest 2001/P System

Work Experience:

1974-75 Texas Instruments
Environmental Laboratory Technician
Performed environmental sampling
Conducted laboratory analysis of water

1975-87 Greenwich Department of Health
Laboratory Supervisor/Environmental Chemist
Conducted laboratory analysis of air,
water, food and clinical samples

1987-88 Greenwich Department of Health
Director of Environmental Health & Laboratory
Administered municipal department, responsible for air/water
pollution, solid waste management, food sanitation,
sewage disposal and health screening programs

1988-22 HYGENIX, Inc.
Secretary/Treasurer; Director of Environmental Services
Directed staff performing environmental site assessments,
Phase I, II, III Assessments, Remedial Action Plans, CT DEP Property
Transfer Act Filings/ECAF Preparations

November 2022 – Present
HYGENIX Division of Pennoni, Stamford, CT

SENIOR INDUSTRIAL HYGIENIST

JAMES TWITCHELL

Education:

May 1996 BS Environmental Sciences – Binghamton University
BS Political Science - Binghamton University

Special Training and Certifications:

EPA and CT State Licensed Lead Inspector/Risk Assessor
EPA Certified Lead Project Designer
EPA, NY and CT State Licensed Asbestos Inspector
EPA, NY and CT State Licensed Asbestos Project Monitor
EPA, NY and CT Licensed Asbestos Management Planner
EPA, NY Certified and CT Licensed Asbestos Project Designer
40-Hour OSHA Hazwopper Training

Environmental Work Experience:

November 2022 – Present

HYGENIX Division of Pennoni, Stamford, CT

September 1996- October 2022

HYGENIX, Inc. Stamford, CT – Has successfully designed and implemented multiple PCB cleanup and disposal plans for caulking materials and the associated building materials in both public and private settings.

HYGENIX, Inc. Stamford, CT – Has designed, implemented, and managed abatement projects for various hazardous materials on residential, industrial, public, and school buildings. Has extensive knowledge of the school review process with The Bureau of School Facilities Unit and has established relationships with local, State and Federal regulatory agencies.

HYGENIX, Inc. Stamford, CT – Since 1996 has conducted asbestos surveys in accordance with local State and Federal regulations. Has conducted project oversight and management of the asbestos remediation project. Other duties include air sampling, attendance of project meetings, review of abatement engineering controls, and preparation of specifications, management plans and proposals.

HYGENIX, Inc. Stamford, CT- Since 1998 has conducted lead XRF surveys in accordance with state and federal regulations and conducted project oversight of lead abatement and demolition projects with lead-based paint.

STAFF INDUSTRIAL HYGIENIST

RYAN J. EBENHACK

Education:

May 1998	B.S. Biology - Allegheny College
April 2005	Masters in Industrial Hygiene - University of New Haven

Special Training and Certification:

New York State Department of Labor	- Asbestos Inspector - Asbestos Project Monitor - Asbestos Air Technician
Connecticut Department of Public Health	- Asbestos Inspector - Asbestos Project Monitor
Environmental Assessment Association	- Certified Testing Specialist
GHH Engineering Inc.	- Mold Awareness & Inspection - Mold Investigation & Assessment
Greater New York Safety Council	- Indoor Air Quality
40-Hour OSHA HAZWOPPER Training	

Work Experience:

November 2022 – Present

HYGENIX Division of Pennoni, Stamford, CT

September 1999-October 2022

HYGENIX, Inc. Stamford, CT - Head of HYGENIX indoor air quality division. Worked directly under certified industrial hygienist (CIH) Robert Brown since 1999. Conducted over 350 indoor air quality inspections of schools, hospitals, office buildings, and residential homes. Duties include designing specifications for fungi remediation, fungi inspections, overseeing fungi remediation projects, industrial hygiene sampling, OSHA sampling, overseen dust control methodologies during renovations in hypersensitive locations such as hospitals. Have conducted testing for fungi, bacteria, carbon dioxide, carbon monoxide, temperature, relative humidity, radon, legionella, coliform bacteria, lead in water, formaldehyde, mercury, particulate, volatile organic compounds, light, noise, and several other compounds. Worked with insurance companies, engineers, architects, public health workers and lawyers. Attended several environmental classes and seminars.
Conducted over 300 asbestos surveys in accordance with either New York State Department of Labor, Connecticut Department of Health, or AHERA regulations. Conducted project oversight and management for over 150 asbestos remediation projects in New York City, New York State, and Connecticut. Other duties include air sampling, write specifications for abatement projects, attendance of project meetings, and review of abatement engineering controls.

SENIOR INDUSTRIAL HYGIENIST

TED TIO

Education:

December 2003 MS in Occupational Safety & Health – University of New Haven
December 2001 BS in Industrial Technology - Abilene Christian University

Training and Certification

New York State Department of Labor	- Asbestos Inspector - Asbestos Project Monitor - Asbestos Air Technician
Connecticut Department of Public Health	- Asbestos Inspector - Asbestos Project Monitor
National Radon Safety Board	- Radon Measurements Specialist

Work Experience:

November 2022 – Present -- HYGENIX Division of Pennoni, Stamford, CT

January 2004 – October 2022 - Hygenix Inc. Stamford, CT

Conduct asbestos surveys in accordance with either New York State Department of labor, Connecticut Department of Health, or AHERA regulations. Conduct project oversight and management for asbestos remediation projects in Connecticut. Other duties include air sampling, attendance of project meetings, and review of abatement engineering controls.

Conduct indoor air quality inspections of educational facilities, medical facilities commercial facilities and residential homes. Knowledge of testing methodologies for fungi, bacteria, radon, legionella, coliform bacteria, lead in water, formaldehyde, volatile organic compounds and several other compounds. Other duties include designing specifications for fungi remediation

April – December, 2003- Hygenix Inc. Stamford, CT - Internship

Assisted Certified Industrial Hygienist (CIH) Robert Brown and licensed inspectors during air quality inspection and asbestos surveys of various facilities and buildings. Conducted testing for fungi, general indoor air quality parameters, legionella, coliform bacteria, volatile organic compounds.

REPRESENTATIVE PROJECTS

PVTA Administration Building – Environmental Roof Inspection, Springfield, MA (08/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Town of Vernon, Horovitz Pool House – Environmental Roof Inspection, Vernon, CT (07/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Hoosac Valley High School & Middle School – Environmental Roof Inspection, Cheshire, MA (07/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

West Springfield Parks & Rec Annex – Environmental Roof Inspection, West Springfield, MA (07/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

West Springfield Town Hall – Environmental Roof Inspection, West Springfield, MA (07/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Regional Water Authority Saltonstall WTP – Environmental Roof Inspection, East Haven, CT (05/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Juliet Long School – Environmental Roof Inspection, Gales Ferry, CT (04/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Wonderland of Ice – Environmental Roof Inspection, Bridgeport, CT (04/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Touchpoints at Farmington – Environmental Roof Inspection, Farmington, CT (02/23)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Former Haddam Elementary School – Environmental Roof Inspection, Haddam, CT (12/22)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Fire Station 1 – Environmental Roof Inspection, South Windsor, CT (11/22)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

New Fairfield High School – Environmental Roof Inspection, New Fairfield, CT (02/20)
Environmental Consultant – Performed environmental investigation of the buildings roofing systems to prepare for the design of the roof replacement.

Amtrak – CTDOT Mechanical Building Roof Replacement, New Haven, CT (7/19)
Project Engineer – Performed site visit to determine the existing roofing conditions to prepare for design of the roof replacement of the CTDOT Mechanical Building. Repair recommendations for the replacement of the existing poor conditioned roof were designed and provided. (19-03151)

Township of Haverford – Grange Estate Lower Springhouse Roof Replacement, Havertown, PA (2/19 – Present)
Project Engineer – Responsible for assessing the exiting roof system conditions to design replacement roofing for the historic Grange Estate Springhouse. (HAVTT21838)

West East Goshen Regional Police Department - Roof Repairs, West Chester, PA (8/19)
Project Engineer - Responsible for the condition assessment, documentation, and construction phase services for a police station that was approximately 12,960-SF with two stories. Performed a site visit to observe and evaluate the condition of the existing roof, including shingles, EPDM roof, ceiling insulation, soffit vents and roof vents. Repaired and replaced the roofing. (WEGPD19001)

Intersect Energy – Rooftop Solar Photovoltaic, Wayne, PA (1/19 – Present)
Project Engineer – Performed structural analysis of the existing structural elements impacted by proposed rooftop photovoltaic systems at three different buildings. Analysis was based off observations of readily exposed structural conditions and a recommendation was provided on options and costs for strengthening existing structure. (INTER18001)

The Boeing Company - Roof Leak and Flashing Detail Investigation, Philadelphia, PA (4/21 – 6/21)
Responsible for visiting the project site and determining the cause of the leak at Building 3-57. Following the site visit, it was concluded that the detail on the building relies on both caulk joints to work together to keep water from entering above the z-clip. With the one caulk joint missing, snow/ice built up against the flashing, and as a result entered the building. Concluded the project by providing three options that would resolve the water infiltration. (TBCIX21002)

Athena Construction Group Inc. - Roof Replacement, Arlington, VA (5/20)
The purpose of the analysis was to review the roof replacement construction documents and determine if the existing framing can safely support the additional dead load of the proposed new roofing system. (

PhilaPort - Pier 82 Roof Replacement, Philadelphia, PA (2019)
Structural Engineer of Record - Roof replacement on an approximately 115,000-SF warehouse building with a new modified bituminous roofing system, including additional vapor barriers and insulation as required to convert the building into a cold storage facility. (PRPAX19001)

Amtrak - Roof Replacement, Chicago, IL (12/19 - 8/20)
The existing building is a one-story concrete metal wall panel structure with a standing seam metal roof. The building is approximately 1,152-SF. Conducted a site visit to observe and evaluate the condition of the existing structures, roofs and drainage systems. The purpose of the site visit is to inspect the existing conditions, locate penetrations and projections, and evaluate the roof. (ATKRX19017)

Belgium Ambassador Residency, Condition Assessment, Washington, DC (4/22)
Project Engineer – Performed a condition assessment of the existing roof structure to verify if the new addition of a photovoltaic solar arrays can be supported. It was concluded that the addition of the solar panels can be supported by the existing roof structure. (IPSUN22003)

North Point Development - Structural and Roofing Condition Assessment Report, Fairless Hill, PA (11/20 - 12/20)
Project Engineer – Responsible for a report that summarized the structural and roofing condition assessment of the six (6) existing heavy industrial buildings located at the former US Steel site. The combined gross square footage of the buildings were approximately 1,000,000 square-feet. (NPDEV20003)

Pine Hill Municipal Authorities - Roofing Condition Assessment Report, Pine Hill, NJ (7/20 - 10/20)
Roofing condition assessment of the Pine Hill MUA located at 907 Turnnerville Pike, Pine Hill, NJ. The assessment o f the roof included visual observations of the exposed and readily accessible roofing and limited structural component s associated with the roofsof the referenced building. Some roof cores samples were obtained for the roofing systems. (PHMUX20007)

East Goshen Township – East Goshen Township Roof Replacement, West Chester, PA (8/19 – 9/19)
Project Engineer – Performed assessment of the existing conditions of the roof and the wood decking. Designed a replacement of the sloping roof with replacements for deficiencies in any wood decking. (EGOS0007)

JP Morgan Chase Account – JPMC Building Roof Parapet Wall Leakage, Wilmington, DE (7/19)
Project Engineer – Performed conditional assessment of existing roof parapet to determine the structural and architectural layout. Observations were made to determine likely source of water infiltration through parapet construction. A recommendation was made to mitigate any further leakage with a metal coping cap. (JLLSL19006)

Bed Bath & Beyond – Roof Framing and RTU Assessment, Boca Raton, FL (5/19)
Project Engineer – Conducted site visit to observe and evaluate the condition of the existing roof structure in the vicinity of the RTU's under review. Observations were done to identify structural deficiencies or conditions that may require strengthening to assess the adaptive reuse potential of the roof structure. (BBBYD18019)

South Central Transit Authority - Barta Transportation Center, Roofing Conditions Assessment Report, Reading, PA (6/18)
Project Engineer - Responsible for identifying readily observable deficiencies or conditions that required repair work and assessed the adaptive reuse potential of the structure. The roofing assessment also involved obtaining and patching four cores of the existing roofing to determine the existing roofing construction and condition. (SCTRA18001)

Ross E. Stuart, PE, SE

Associate Vice President, Structural Division Manager

EDUCATION
BS, Civil/Environmental Engineering; Rutgers University (2007 Summa Cum Laude)

PROFESSIONAL REGISTRATIONS
Professional Engineer: CT PEN.0034230

Professional Engineer: AL, AR, CT, DE, FL, MD, MI, NC, NH, NJ, NY, PA, SC, WV and VA

Professional Structural Engineer: AZ, IL, MA NV, OK and UT

New York City Qualified Parking Structure Inspector (QPSI)

CERTIFICATIONS/TRAINING
Aerial Lift Operator, Trico Lift (2011, no exp.)

Confined Space Entry & Asbestos Awareness, Pennoni (2015, no exp.)

PROFESSIONAL AFFILIATIONS
American Society of Civil Engineers

American Concrete Institute

American Institute of Steel Construction

Structural Engineers Association of Pennsylvania

HONORS/AWARDS
Civil & Structural Engineer Rising Stars Award, Civil+Structural Engineer Magazine (2019)

EXPERIENCE SUMMARY

Mr. Stuart, a Senior Structural Engineer, and Division Manager, has over 17 years of structural design and assessment experience. He has assisted with the design, coordination, administration, and management of the structural engineering for a diverse spectrum of projects, including new construction, rehabilitation, adaptive reuse, inspection, condition assessment, pre-purchase due diligence and bid repair projects. Prior to joining Pennoni, he served as a project engineer on a variety of commercial, institutional, manufacturing process, and industrial facilities throughout the mid-Atlantic region.

Mr. Stuart's design experience includes steel framing and connections, foundations (deep and shallow), adaptive reuse of existing structures, reinforced concrete, masonry, cold formed steel, wood. His design experience applies to a wide range of structures, including commercial, parking, casino, residential, education, health care, municipal and other mixed-use projects.

Mr. Stuart's field experience includes multiple site visits and condition assessment surveys for a variety of structures. The type of condition assessment work varies from façade restoration, Philadelphia Ordinance fulfillment, pre-purchase due diligence, emergency repair work and general building evaluation. His investigation field work includes a wide range of structures, including concrete, parking, steel, wood, and masonry structures.

REPRESENTATIVE PROJECTS

Hibbard & Rosa Architects – Town of Ashford School Roof Assessment, Ashford, CT (2023)
Engineer of Record – Performed an assessment of the existing Ashford School for a re-roofing project. The scope of work included a site visit to visual assess if any deterioration or other observations would indicate that the structure was experiencing distress and unable to structurally support the new roofing. Pennoni provided a signed and sealed report documenting on observations, analysis and conclusions, including confirmation that the roofing project could proceed as planned.

Athena Construction Group Inc. - Roof Replacement, Arlington, VA (5/20)
The purpose of the analysis was to review the roof replacement construction documents and determine if the existing framing can safely support the additional dead load of the proposed new roofing system. (ATHNA20009)

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Structural Engineer of Record - Roof replacement on an approximately 115,000-SF warehouse building with a new modified bituminous roofing system, including additional vapor barriers and insulation as required to convert the building into a cold storage facility. (PRPAX19001)

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Project Engineer – Performed a condition assessment of the existing roof structure to verify if the new addition of a photovoltaic solar arrays can be supported. It was concluded that the addition of the solar panels can be supported by the existing roof structure. (IPSUN22003)

Gloucester City Administration Building Roof (2/22)
Project Engineer – Performed site visit to conduct a visual condition assessment of the roof and the existing roof structure, as many leaks have been reported. The assessment of the roof included visual observations of the exposed and readily accessible roofing and limited structural components associated with the roofs. Pennoni provided recommendations to repair the existing roof.

North Point Development - Structural and Roofing Condition Assessment Report, Fairless Hill, PA (11/20 - 12/20)
Project Engineer – Responsible for a report that summarized the structural and roofing condition assessment of the six (6) existing heavy industrial buildings located at the former US Steel site. The combined gross square footage of the buildings were approximately 1,000,000 square-feet. (NPDEV20003)

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HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER, SUITE 272, MAIN STREET
MIDDLETOWN, CT 06457

Qualifications and Work Plan

Established in 1996 by Thomas F. Hibbard and Carmelo J Rosa, Hibbard and Rosa Architects, L.L.C. has provided Architectural service for a full range of projects. Our clients include a cross section of municipal, state, government, public housing, retail, commercial, industrial and religious institutions. Since its inception our firm has been dedicated to providing quality architectural design and service. Our firm is experienced in providing services for new construction, renovations, roof replacement, alternative energy/conservation projects, exterior restorations, adaptive use designs and historic preservation.

Both principals; Thomas Hibbard and Carmelo Rosa have over 57 years total experience as licensed Architects in the State of Connecticut. Additionally, our team is Connecticut based and has all the licenses required by the State of Connecticut.

Our firm has an established record of roof replacement in the state of Connecticut. HRA has successfully completed of 200 roof replacement projects. Further we have worked cooperatively with over 40 Boards of Education successfully completing over 120 school roof replacement projects. These roof replacement projects have received funding or reimbursement from a variety of local and state funding sources.

Mr. Hibbard who will serve as Project Architect, has extensive knowledge and expertise with the full range of roof systems available today. Additionally, he has overseen the development and submission of documents required to ensure reimbursement from both local and state agencies and non-profit funding sources. Mr. Hibbard will be the principal primarily responsible for the development of the contract documents.

Mr. Rosa, principal and Architect will provide support in the development of the contract documents and will also be responsible to provide an independent review of the completed contract documents to ensure the final documents completely and concisely convey the full extent of the project work.

Mr. David Rosa, Cadd Manager will be responsible for the day to day development of the contract drawings. He has extensive experience in the development and coordination of drawings for roof replacement projects.

The individuals listed above will be assigned to the development of these roof replacement projects and are available to start work on the projects immediately.

Our firm has consistently produced high quality, very detailed contract documents that have received accelerated approval by local officials and numerous local and state funding sources. Further the high quality and extensive detail contained in our drawings has resulted in our projects being completed on time within budget and within minimal change orders, some roof replacement projects completed with no change orders. The concise nature of our construction documents is central to the efficient completion of the construction and administrative closeout of our projects.

Typically, our team will hold weekly job meetings with all interested parties. Roof projects historically move at a rapid pace during the summer months and weekly job meetings allow the team to keep informed of the progress and developments on site. Additionally, members of our team will be available to address emergent issues/on site conditions during the course of the work week.

Hibbard & Rosa Architect's believe it is essential for a successful project throughout development and construction to respond to owners, and contractor questions or concerns within 24 hours. This dedication has proven consistent success with all projects since our inception.

A review of our qualifications will demonstrate our teams ability to work collaboratively with Town officials, committee members and staff to develop a strategy for the roof replacement projects. Our team is well versed in the approval process from the local level up to the state approval process. Historically our team has worked well with local officials in the development of projects.

Services Expected of City

We request the City make available all drawing and specifications relative to the Bergin Complex construction/existing conditions.

HIBBARD & ROSA ARCHITECTS, L.L.C.
100 RIVERVIEW CENTER - SUITE 272 – MAIN STREET
MIDDLETOWN, CT 06457

Information on Failure to complete Work, Default and Litigation

1. Have you ever failed to complete any work awarded to you?

   No

2. Have you ever defaulted on a contract?

   No

3. Is there any pending litigation which could affect your organizations ability to perform this agreement?

   No

4. Has your firm ever had a contract terminated for cause within the past five years?

   No

5. Has your firm been named in a lawsuit related to errors and omissions within the past five years?

   No

6. During the past seven years has your firm ever filed for protection under the Federal bankruptcy laws?

   No

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

   No

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

Architectural and Engineering Design Service for Bunker Hill Elementary School Portico Replacement

(Service or Commodity Covered by Contract)

Purchase Order dated 12-18-23; until construction phase is completed and accepted by the City

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc…)

Interest Held By:
Self ☐ Spouse ☐ Joint ☐ Child ☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Hibbard & Rosa Architects, L.L.C.
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

June 4, 2024
Date

Thomas F. Hibbard, Member
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☒

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

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

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

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: Hibbard & Rosa Architects, L.L.C.
100 Riverview Center, Suite 272, 292 Main St
Middletown, CT 06457

Print Name and Title of Authorized Representative: Thomas F. Hibbard

Signature of Authorized Representative:

Date: June 3, 2024

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Middlesex

County of Middlesex

Thomas F. Hibbard, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Member of Hibbard & Rosa Architects, L.L.C. (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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

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

	Name	Title	DOB	Stock %
1	None			
2				
3				
4				

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

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

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of: Thomas F.Hibbard

Witness
Carmelo Rosa

Hibbard & Rosa Architects, L.L.C.
Name of Partnership/Business

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

State of Connecticut)

) SS Middletown

County of Middlesex)

Thomas F. Hibbard being duly sworn,

deposes and says that he/she is Member of Hibbard & Rosa Architects, L.L.C. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 4th day of June 2024.

Gina M. Jones (Notary Public)

My Commission Expires: 04/30/2028 Gina M. Jones

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

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

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

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

1 Addendum #1 May 29, 2024 4 _____

2 Addendum #2 May 30, 2024 5 _____

3 _____ 6 _____

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

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

06-1455688
Social Security Number
or Federal Identification Number

Member
Signature of Individual or Corporate Name

NA
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Hibbard & Rosa Architects, L.L.C.
By: Thomas F. Hibbard, Member
(Title)
Business Address: 100 Riverview Center, Suite 272
(City, State, Zip Code)
292 Main Street
Middletown, CT 06457
Phone: (860) 961-2107
Email: tom@hra.bz
Date: June 4, 2024

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hillcrest Agency, LLC 28 Main St, Unit 3 Essex, CT 06426 License #: 1045873	CONTACT NAME: Lisa Walden PHONE (A/C, No, Ext): (860)339-5534 FAX (A/C, No): (860)339-5659 E-MAIL ADDRESS: lwalden@hillcrestagency.com
INSURED Hibbard & Rosa Architects, LLC 100 Riverview Center Ste 272 Middletown, CT 06457	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Hartford — 29424 INSURER B : The Hartford — 29459 INSURER C : Travelers INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 00000409-1078329** **REVISION NUMBER: 141**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			31 SBA PM7619	08/02/2023	08/02/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			31 SBA PM7619	08/02/2023	08/02/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			31 SBA PM7619	08/02/2023	08/02/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			31 WEC GQ7332	08/02/2023	08/02/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Professional Liab.			107826399	04/26/2024	04/26/2025	2,000,000 Occ.	3,000,000 Agg.
B	Valuable Papers			31 SBA PM7619	08/02/2023	08/02/2024	25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Waterbury
235 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

48 Lisa M Walden (LMW)

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STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

889188

Be it known that

THOMAS F HIBBARD

has been certified by the Department of Consumer Protection as a licensed

ARCHITECT

License #: ARI.0004914
Effective Date: 08/01/2022
Expiration Date: 07/31/2023

Michelle Seagull

Michelle Seagull, Commissioner

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

889475

Be it known that

CARMELO J ROSA

has been certified by the Department of Consumer Protection as a licensed

ARCHITECT

License #: ARI.0008361
Effective Date: 08/01/2022
Expiration Date: 07/31/2023

Michelle Seagull

Michelle Seagull, Commissioner

REQUEST FOR PROPOSAL
#7749
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
DESIGN & ENGINEERING SERVICES FOR THE BERGIN EDUCATION COMPLEX ROOF REPLACEMENT
ATTACHMENT E - COST PROPOSAL – REVISED 05/29/2024

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal.")

Date: June 19, 2024

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Hibbard & Rosa Architects, L.L.C.
(Print or Type Company/Corporate Name)

100 Riverview Center, Suite 272
(Print or Type Business Address)
292 Main Street

Middletown, CT 06457

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

DESIGN & ENGINEERING SERVICES FOR THE BERGIN EDUCATION COMPLEX ROOF REPLACEMENT	
I. Assessment Services	$ 26,100.00
II. Design Services	$ 26,100.00
III. Bid Services	$ 3,480.00
IV. Construction Administration Services	$ 13,920.00
Total Items I-IV Above	$ 69,600.00

**Provide an hourly rate to perform tasks that are determined to be Owner Controlled Contingency
$ 175.00 /hr.

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

Respectfully submitted by: Thomas F. Hibbard

06-1455688
Social Security Number or Federal Identification Number (Print or Type)

Hibbard & Rosa Architects, L.L.C.
Company/Corporate Name (Print or Type)

Thomas F. Hibbard
Signature of Authorized Official

Thomas F. Hibbard
Name of Authorized Official (Print or Type)

Member
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

100 Riverview Center, Suite 272 292 Main Street Business Address: (Print or Type)	(860) 704-8248 Business Fax Number: (Print or Type)
Middletown, CT 06457 City, State, Zip Code: (Print or Type)	(860) 961-2107 Business Mobile Number: (Print or Type)
(860) 346-1809 Business Telephone Number: (Print or Type)	tom@hra.bz Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate

END OF ATTACHMENT E

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 19, 2024

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval of a Professional Services Agreement with Central Connecticut State University, for a period of three years and in the not to exceed amount of $1,260,000.00, for the Central Inspire Teacher Residency Program.

The aforementioned was approved by the Board of Education at its regular meeting of July 18, 2024.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

cc: C. Carpentieri
J. Gay
M. Waters

WATERBURY
PUBLIC SCHOOLS

Carli Carpentieri & Marissa Waters
Talent & Professional Development Supervisors
(203) 574-8022
mwaters@waterbury.k12.ct.us

Date: 7-2-24

Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand Street
Waterbury, CT 06702

Re: **Approval Request of Contract** for Central Inspire Teacher Residency Program between the City of Waterbury and Central Connecticut State University

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract for the Central Inspire Teacher Residency Program between the City of Waterbury and Central Connecticut State University (CCSU) to provide a "grow your own" teacher recruitment and retention initiative.

This program is unique in that it is specifically designed for WPS paraprofessionals or classroom assistants who are interested in pursuing their special education teaching certification but cannot afford to go through the traditional route.

This residency program will allow current WPS non-certified staff (paraprofessionals and classroom assistants) to enroll in CCSU's special education program, receive a total of $12,000 towards tuition costs, participate in a WPS cohort, and serve in a paid residency position during the second year of the Program alongside a TEAM certified special education Mentor Teacher. After the Residents have completed the Program and met certification requirements, WPS will make best efforts to offer a special education teaching position within Waterbury Public Schools. The Central Inspire Teacher Residency Program is another pipeline to help us fill the many special education teaching positions within our district.

The cost of this contract would be a maximum amount of $420,000 per year (**if a total of 10 Residents are selected-cost is $42,000 per Resident per year*). We have allocated funds for this program utilizing our Increasing Educator Diversity Grant monies. This residency program would be a three (3) year contract, starting on June 30, 2024, and ending on June 30, 2027.

The City shall not be responsible to compensate the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement.

Accordingly, attached for your review and consideration is the proposed contract. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Carli Carpentieri & Marissa Waters

Carli Carpentieri & Marissa Waters
Talent & Professional Development Supervisors

Attachment cc: Attorney *Allison J. Rzewuski & Attorney Kara Summa*; File: CRT22-348

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: **Central Inspire Teacher Residency Program between the City of Waterbury and Central Connecticut State University**

Department: **Human Capital Department**

I hereby acknowledge that I, as department head of the above-referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: _____
Juan Mendoza
Assistant Superintendent/Director of Human Capital & Talent Management

Date: 7-1-2024

PROFESSIONAL SERVICES AGREEMENT
For
Central Inspire Teacher Residency Program
between
The City of Waterbury, Connecticut
and
Central Connecticut State University

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and CENTRAL CONNECTICUT STATE UNIVERSITY, an Institution of Higher Education, authorized as an agency of the State of Connecticut ("CCSU" or the "Contractor").

WHEREAS, this Project is funded by monies received by the City pursuant to the Alliance-Increasing Education Diversity Grant, wherein the City received notification that the Grant has awarded in the amount of $420,000 for fiscal year July 1, 2024 to June 30, 2025.

WHEREAS, CCSU submitted a proposal to the City to establish a partnership pursuant to the Central Inspire Teacher Residency Program wherein CCSU will provide programs and courses for Waterbury Public Schools ("WPS") professionals in order to pursue special education teaching certification; and

WHEREAS, the City and CCSU wish to establish the terms and conditions under which the parties will partner in the Central Inspire Teacher Residency Program (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of a partnership under the Central Inspire Teacher Residency Program.

CCSU shall:

- Provide orientation and training for both Residents and Mentor Teachers prior to and during the residency year.
- Provide courses for the Special Education program.
- Assist program participants with completing all admissions, financial aid and matriculation documents to become CCSU students.
- Evaluate participants' official transcripts from other institutions of higher education to optimize the transferability of previously earned credits.
- Assign participants to an Academic Advisor who will provide customized counseling to ensure students in the program are completing coursework which will apply to the completion of their bachelor's or master's degree.
- Explore seeking additional funding sources from foundations and private donors.
- Provide program oversight by the Program Director and other Program Staff. To provide such oversight, CCSU will observe instruction of Residents and the mentoring of Mentor Teachers, work collaboratively with City personnel to solve problems, and address operational needs in collaboration with the City.
- Provide regular reports to the City on the progress of Residents and Program implementation in the City.
- Provide graduate and/or undergraduate classes to City employees as a cohort. The number of candidates shall be no more than 10 in each cohort.

The City shall:

- Identify staff members who have not completed the requirements to become certified teachers in the State of Connecticut and recruit them as candidates for this pathway program.
- Establish an application and vetting process for candidates from WPS.
- Host a maximum of 10 candidates per school year.
- Work with advisors and faculty members at CCSU to determine each participant's desired teacher certification pathway and identify the courses each participant must complete in the corresponding teacher certification program offered at CCSU's School of Education & Professional Studies.
- Provide program participants with the necessary mentoring support and opportunity to complete state certification requirements. Each resident will be placed with a certified TEAM Mentor during the

residency year. Each hosting Mentor will receive a stipend of up to $6,000 which will be negotiated with the WTA through a MOU.

- Contribute a total of $12,000 towards each participant's tuition which will be paid directly to CCSU. The tuition dollars will be distributed by the semester ($3,000 per semester if the participant is completing four semesters and $6,000 per semester if the participant is completing two semesters). Residents must maintain a full-time student status and remain in good academic standing to receive tuition dollars. Residents must meet CCSU's enrollment date deadlines for each semester to qualify for tuition dollars.
- Provide compensation and benefits for Residents during the residency year. Each Central Inspire Teacher Resident will receive $18.19/hr ($28,000/year) and a $2,000 summer stipend paid between July 20th and August 10th of each academic year.
- Provide release time for Residents and Mentor Teachers to attend scheduled training and cohort meetings.
- Provide hourly rate for Residents attending cohort meetings, mandated after school activities and professional development days.
- Make best efforts to offer Residents who have completed program requirements a full-time teaching position within WPS.

CCSU and the City shall jointly:

- Work collaboratively to select candidates for the Resident and Mentor Teacher positions and adhere to the selection process set forth by the Central Inspire Teacher Residency Program.
- Complete hiring process for Residents and Mentor Teachers. This includes completing the Central Inspire Teacher Residency Program Resident Participation Agreement to outline responsibilities directly related to the support of the resident during their program and for the three years of teaching.
- Plan and offer orientation meetings or events for program participants, faculty, and administrators from CCSU and WPS.
- Meet on a regular basis to provide updates and identify areas for improvement in the program.

As further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Sole Source documents (attached hereto)
1.1.2 Central Inspire Teacher Residency Program Scope of Services (attached hereto)
1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.5 All Required Licenses

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

1.2.1 This Contract document.
1.2.2 Sole Source documents
1.2.3 Central Inspire Teacher Residency Program Scope of Services (attached hereto)
1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. A**s** set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

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

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

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

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

under the Contract. The work schedule must be agreed upon by the City and the Contractor.

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all eases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical

items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

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

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

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

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

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

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

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

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services

completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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

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

5. **Contract Time**. The term of this Contract shall be for a period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminating June 30, 2027 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). The City, in its sole discretion, shall have the option to extend this Contract for one (1) additional (3) year successive term (the "Option Period") upon mutual written agreement of the parties and upon the same terms and conditions.

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

6. **Compensation.** The City agrees to expend the following funds for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation pursuant to this Contract shall not exceed One Million Two Hundred Sixty Thousand dollars ($1,260,000.00), as follows:

A.	Year One:	$12,000.00 per student tuition payable to CCSU $28,000.00 per student residency compensation payable directly to student (hourly rate - $18.19) $2,000.00 per student summer stipend payable directly to student
	Total:	$42,000.00 / student (10 student maximum)
B.	Year Two:	$12,000.00 per student tuition payable to CCSU $28,000.00 per student residency compensation payable directly to student (hourly rate - $18.19) $2,000.00 per student summer stipend payable directly to student
	Total:	$42,000.00 / student (10 student maximum)
C.	Year Three:	$12,000.00 per student tuition payable to CCSU $28,000.00 per student residency compensation payable directly to student (hourly rate - $18.19) $2,000.00 per student summer stipend payable directly to student
	Total:	$42,000.00 / student (10 student maximum)

The compensation shall be paid in conformity with the Central Inspire Teacher Residency Program Scope of Services, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The

Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

9.4.

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

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

9.4.2 Auto Liability Insurance: $1,000,000.00 Combined Single Limit each Accident, Any Auto, All Owned and Hired Autos

9.4.3 Workers Compensation Insurance: WC Statutory Limits
Employer Liability
$1,000,000.00 EL Each Accident
$1,000,000.00 EL Disease Each Employee
$1,000,000.00 EL Disease Policy Limits

9.4.4 Excess/Umbrella Insurance: $1,000,000.00 Each Occurrence, **$1,000,000.00** Aggregate

9.4.5 Professional Liability / Errors & Omissions Insurance: $1,000,000.00 each wrongful act. **$1,000,000.00** aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

9.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain

the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

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

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT,* as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT*

as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974,* as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of' each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of

such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

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

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be

instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

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

12. Intentionally left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and

ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

14.Ownership of Instruments of Professional Services. The City acknowledges the
Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks. copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet the their obligations under this Agreement / to meet their schedule set forth in.

16.

Subcontracting. The Contractor shall not, without the prior written approval of the

City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

18. **Audit.** The City reserves the right to audit the Contractor’s books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

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

23. **Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. **Contract Change Orders.**

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. **Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following

documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned Procurement Waiver documents and **(ii)** the Consultant's proposal responding to the aforementioned Procurement Waiver documents**.**

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

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

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

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

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

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

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

Contractor: Dr. Paula Talty
Interim Dean/Certification Officer
School of Education and Professional Studies

Central Connecticut State University
Barnard Hall, 327
1615 Stanley Street
New Britain, CT 06050-4010

City: City of Waterbury
Waterbury Public Schools
Human Capital Department
236 Grand Street
Waterbury, CT 06706

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

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

subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19"*. For Chapter 38, click on “TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of

the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

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

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

GENERAL STATE CONTRACT PROVISIONS:

32.16 STATUTORY AUTHORITY. Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provides the University with the authority to enter into contracts in the pursuit of its mission.

32.17 CLAIMS AGAINST THE STATE. The Sponsor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University arising from this Agreement will be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Sponsor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

32.18INDEMNIFICATION AND INSURANCE.

a. The Contractor 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 Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor 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 of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor'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 Contractor's bid or proposal, and (ii) records, any 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 Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

b. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.

c. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor 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. The Contractor 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.

d. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor 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 the Client Agency all in an electronic format acceptable to CCSU prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to CCSU. Contractor shall provide an annual electronic update of the three (3) documents to CCSU on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

e. This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

32.19 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") will 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 will always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Sponsor is not relieved of its obligation to perform under this

Agreement if it chooses to contest the applicability of the Enactments or the University'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 Dannel 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.

32.19 POWER TO EXECUTE. The individual signing this Agreement on behalf of the University certifies that s/he has full authority to execute the same on behalf of the University and that this Agreement has been duly authorized, executed and delivered by the University and is binding upon the University in accordance with the terms.

32.20 SOVEREIGN IMMUNITY. The parties acknowledge and agree that nothing in this Agreement will 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 this Agreement. To the extent that this section conflicts with any other section, this section will govern.

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Paul K. Pernerewski Jr., Mayor

Date:_____

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CENTRAL CONNECTICUT STATE UNIVERSITY

By:_____

Its:_____

Date:_____

ATTACHMENT A

1. Sole Source documents (attached hereto)
2. Central Inspire Teacher Residency Program Scope of Services (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 31, 2024

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval, subject to the Board of Education's anticipated approval at its Special Meeting of August 1, 2024, of a Professional Services Agreement with Worldwide Travel Staffing, Limited (RFP #8094), for a three-year period and in the not to exceed amount of $1,200,000.00, to provide speech and language therapy services for Waterbury Public School students.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 25, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval for RFP No. 8094 for Speech and Language Therapy Services between The City of Waterbury, Connecticut and **Worldwide Travel Staffing, Limited**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Worldwide Travel Staffing, Limited.** The purpose of the agreement is to provide Speech and Language Pathologists who will provide speech and language services to students with disabilities ages 3-22 pursuant to the students' individual education plans (IEPs) and other related work in accordance with the *Connecticut General Statutes* as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2024 and will terminate on June 30, 2027. The agreement is at a cost of **$1,200,000.00** for a three-year term. The purpose of this agreement is to provide individualized school based Licensed Practical Nurses (LPNs) services to students with disabilities and will be paid through General Funds.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8094
for
Speech and Language Therapy Services
between
The City of Waterbury, Connecticut and
Worldwide Travel Staffing, Limited

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and WORLDWIDE TRAVEL STAFFING, LIMITED (the "Consultant" or "Worldwide"), located at 2829 Sheridan Drive, Tonawanda, New York 14150, a State of Connecticut duly registered foreign corporation. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 8094** for Speech and Language Therapy Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 8094**; and

WHEREAS, the City desires to obtain the Consultant's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of, and Consultant shall provide, up to 10,000 hours of speech and language therapy for Waterbury Public School District students ages 3-22 with speech and language therapy needs and other related services under the direction of School District personnel as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Addendum #1 to RFP No. 8094, dated May 10, 2024, consisting of 3 pages, attached hereto;
1.1.2 City of Waterbury RFP No. 8094, consisting of 14 pages (excluding Attachments A-C), attached hereto;
1.1.3 Consultant's Revised Cost Proposal, dated June 5, 2024, consisting of 1 page, attached hereto;
1.1.4 Consultant's Response to RFP No. 8094, consisting of 22 pages (excluding resumes and City Contract Compliance Documents), attached hereto;
1.1.5 Certificates of Insurance, incorporated herein by reference;
1.1.6 Licenses, incorporated herein by reference;
1.1.7 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.2.2 Any Amendments to this Contract
1.2.3 This Contract
1.2.4 Consultant's Cost Proposal
1.2.5 Any Addendums to RFP No. 8094
1.2.6 City of Waterbury RFP No. 8094
1.2.7 The Consultant's Response to RFP No. 8094

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

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Consultant shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Consultant shall enter and exit all school facilities and Department of Educational facilities as designated and authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. Criminal Background Check and DCF Registry Check. The Consultant shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

2.6. Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut

Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Consultant shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

2.6.1 Any and all materials contained in City of Waterbury student files that are entrusted to Consultant or gathered by Consultant in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Consultant shall be used solely for the purposes of providing services under this Agreement.

2.6.2 Consultant acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Consultant and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Consultant has no authority to make disclosures of any information from education records. Consultant shall instruct its employees of their obligations to comply with FERPA.

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

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately

correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

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

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

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

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

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

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

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

3.8. Reporting Requirement. If applicable or requested by the City, the Consultant shall deliver periodic written reports to the City's using agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by an authorized signatory.

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

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

5. Contract Time. The Contract shall commence July 1, 2024 and terminate June 30, 2027.

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

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed **ONE MILLION TWO HUNDRED THOUSAND DOLLARS ($1,200,000.00)** for the entire Term of this Agreement and shall be in accordance with Consultant's proposal, dated June 5, 2024, and as more particularly set forth below.

___ **6.1.1** Year 1: July 1, 2024 – June 30, 2025: The fee payable to the Consultant shall not exceed FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) at a rate not to exceed Ninety Dollars ($90.00) per hour.

6.1.2 Year 1: July 1, 2025 – June 30, 2026: The fee payable to the Consultant shall not exceed FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) at a rate not to exceed Ninety Dollars ($92.00) per hour.

6.1.3 Year 1: July 1, 2026 – June 30, 2027: The fee payable to the Consultant shall not exceed FOUR HUNDRED THOUSAND DOLLARS ($400,000.00) at a rate not to exceed Ninety Dollars ($94.00) per hour.

6.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 6.1., above. Such compensation shall be paid by the City upon review and approval of the Consultant's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 8094** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals,

etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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

9. Consultant's Insurance.

9.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

9.4.1 General Liability Insurance:
$1,000,000.00 per occurrence
$2,000,000.00 aggregate
$2,000,000.00 Products and completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 combined single limit (CSL)
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

9.4.4 Excess/Umbrella Liability:
$1,000,000.00 each occurrence
$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 aggregate

9.4.6 Abuse/Molestation Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 aggregate

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

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

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all

applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes; the *INDIVIDUALS WITH DISABILITIES EDUCATION ACT*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is

being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

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

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Consultant therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said

demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection 25.1, a Change Order shall not include:

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8094** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 8094.**

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

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

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

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

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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

Consultant: Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda, NY 14150

City: The City of Waterbury
Attn: Department of Education
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a

subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

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

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

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

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter

and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

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

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 6 herein

is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature page follows)

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

WITNESSES:	**CITY OF WATERBURY**
Sign:_____	By:_____
Print name:	Paul K. Pernerewski, Jr., Mayor
Sign:_____	Date: _____
Print name:	

WITNESSES:	**WORLDWIDE TRAVEL STAFFING, LIMITED**
Sign:_____	By:_____
Print name:	
Sign:_____	Date:_____
Print name:	

ATTACHMENT A

1. Addendum #1 to RFP No. 8094, dated May 10, 2024, consisting of 3 pages, attached hereto;

2. City of Waterbury RFP No. 8094, consisting of 14 pages (excluding Attachments A-C), attached hereto;

3. Consultant's Revised Cost Proposal, dated June 5, 2024, consisting of 1 page, attached hereto;

4. Consultant's Response to RFP No. 8094, consisting of 22 pages (excluding resumes and City Contract Compliance Documents), attached hereto;

5. Certificates of Insurance, incorporated herein by reference;

6. Licenses, incorporated herein by reference;

7. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

May 10, 2024

RFP 8094 Speech and Language Therapy Services

Please refer to the questions and answers below.

Question: Would the district consider companies that only provide virtual (teletherapy) speech and language therapy services?
Answer: The City of Waterbury- Waterbury Public Schools (hereafter "the City") prefers in-person speech and language pathology services. Some of our students' needs cannot be met via telehealth and require in-person sessions.

Question: Do you require vendors to provide immediate substitutes for any absence, or can the SLP schedule "make-up" sessions after they are absent?
Answer: The City prefers vendors to provide a replacement so that make-up sessions are avoided. However, if this is unavoidable, then make-up sessions are permitted as a last resort. Absences more than a week would require a replacement from the vendor.

Question: Do you require the vendor to provide in-person professional development to Waterbury staff and parents?
Answer: The City does not require a professional development obligation.

Question: Can the SLP perform the in-person professional development as the lead for optional PD days on the district's calendar?
Answer: The City does not require a professional development obligation. Vendors would not work in the city on professional development days and would not be paid for these calendar days.

Question: Does the district currently anticipate awarding more than one vendor to provide the 10,000 hours of speech and language therapy services per year?
Answer: The City will award one or more vendors that can fulfill the RFP amount as written.

Question: Is there an hourly rate cap or budget for the SLP services? / Is there an hourly rate cap for the requested services? If so, what would it be?

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Answer: The City will negotiate rates through the RFP process.

Question: What are the current vendor name(s) and rates for speech and language therapy services?
Answer: Access Rehab and Stepping Stones; Access Rehab ($87.54) and Stepping Stones ($79.92)

Question: Do you require resumes of potential SLPs upon proposal submission?
Answer: The City, as part of the RFP process, may interview vendors to ensure that they can fulfill the RFP amounts as written and have certified speech pathologists hired to meet this need.

Question: If resumes of potential SLPs are required, would you accept blind resumes with the full names removed and license numbers partially redacted to protect their privacy?
Answer: Resumes are not required, however, the City, as part of the RFP process, may interview vendors to ensure that they can fulfill the RFP amounts as written and have certified speech pathologists hired to meet this need.

Question: Would you accept electronic signatures or scanned colored copies of original signatures for the bid forms?
Answer: Electronic signatures are acceptable.

Question: Can you clarify what types of "relevant speech and language therapy materials to Waterbury staff and parents" the vendor requires when requested by the district (e.g., does the vendor only provide materials needed to perform services)?
Answer: The City would require its vendors to provide all of the materials required to complete speech and language evaluations, as well as speech language services to students within their assigned caseload (Pre-K- age 22). This may include testing materials, instructional materials, and/ or curriculum required to complete speech therapy and assessments.

Question: Do you require interviews of potential service providers even if the vendor has already pre-vetted the professionals?
Answer: The City will interview a speech and language pathologist prior to placement in our schools. This is to determine best fit within our school system and assignment of caseload.

Question: What is the amount of lead time that the district would provide the vendor to present potential SLPs for needed services (i.e., how much time would the district give the vendor to present SLPs)?
Answer: The City would expect that at the start of the contract, the vendor would be able to fulfill the contracted amount of staff.

Question: Does the district require the vendor to provide SLPs to start within a short notice or specific timeframe (e.g., 24 hours, 48 hours, 2 weeks, 4 weeks, etc.)?

Answer: The City would expect that at the start of the contract, the vendor would be able to fulfill the contracted amount of staff.

Question: Will bids be accepted from organizations that provide virtual and hybrid speech services?

Answer: The City prefers in-person speech and language pathology services. Some of our students' needs cannot be met via telehealth and require in-person sessions.

Question: Will bids be accepted from organizations that also provide virtual SLPA (assistants)?

Answer: The City prefers in-person speech and language pathology services. Some of our students' needs cannot be met via telehealth and require in-person sessions.

Question: When awarded the solicitation to provide services, who would be the contact within the district to inquire about open roles for professions related to the RFP?

Answer: The Director of Pupil Services and the Special Education Supervisor.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
#8094
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Speech and Language Therapy Services

The City of Waterbury, Department of *Education* (hereinafter "City"), is seeking one or more vendors, proposers, or contractors to provide:

Up to 10,000 hours of speech and language therapy services each year to the Waterbury School District to students ages 3-22 with speech and language therapy needs and other related work under the direction of District personnel for a three-year period commencing on July 1, 2024 through June 30, 2027.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the next three years from reliable, licensed, professional proposers to provide speech and language therapy, testing and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate.

B. Qualifications

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP to students ages 3-22.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact person and phone number for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Staff knowledge of federal and state laws and regulations governing the services outlined in the scope of services and expertise in all related aspects of the provision of speech and language therapy including but not limited to early interventions, therapy, evaluations, assessments, staff training and collaboration, development, revision and implementation of all relevant aspects of students' individual education plans, reports, electronic Individualized Education Program (IEP) and data collection systems.
4. Ability to provide experienced, Connecticut (CT) certified, licensed and qualified speech and language pathologists to the District upon request without delay to fill

immediate and changing needs of the District in both in school and in-home settings.

5. Ability to provide speech and language pathologists who have master's degree or doctorate in speech and language pathology from an accredited post-secondary institution, CT Health Department licensure and CT State Department of Education certification as required by law.
6. The speech and language pathologists provided have experience working with children ages 3-22 in the fields of speech and language therapy.
7. The proposer must provide evidence of sufficient staff to meet the District's needs. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of speech and language therapy services to students with disabilities. The Proposer will provide retention/turnover rates of staff. The Proposer must agree to allow the District to conduct personal interviews of all proposed staff and final staff selection for the proposal is subject to the District's approval.
8. Each speech and language pathologist provided must have expertise in the principles, methods and procedures used to determine the need for student services, design and implement individualized goals and objectives, conduct evaluations and screenings, assess and report on progress, observe, design and implement treatment plans, identify appropriate accommodations, assistive and communication devices, design and implement research based early intervention and treatment plans, identify teaching strategies for students with related academic and educational needs, train and instruct staff and provide any other related service as required by the District.
9. Each speech and language pathologist must follow City and District procedures, guidelines and other requirements as set forth by Waterbury District representatives, including qualification and exit procedures and obtain satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening.
10. Speech and language pathologists shall submit in a timely manner the appropriate documentation required for Medicaid billing purposes. The Speech and language pathologists will utilize the web-based platform used by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline). The speech and language pathologists will complete service logs and monthly progress reports in such web-based applications for students. The speech and language pathologists will not determine Medicaid eligibility of the student. Daily service logs and monthly progress reports will include date and times of services, names, disciplines, and licensing information of the individual providing the services; and shall be signed by the individual(s) who performed and/or supervised the service.
11. The proposer must provide a transparent electronic and fully accessible system for verifying hours worked by speech and language staff and personnel. Staff will be able to work up to 7.5 hours per school day.
12. The proposer must share a pay rate schedule for half days, snow days, holidays, and professional training seminars attended by speech and language pathologists.

C. Scope of Services

1. The proposer agrees to provide up to 10,000 total hours of speech and language therapy and related services to students, ages 3-22, and to the Waterbury School District for the number of hours, days or portions thereof as the District may need during the school year and during the summer. All hours billed must be for work performed during school hours on days the school is in session with the exception of homebound services.
2. Therapy and related services must be provided by CT licensed, certified and qualified speech and language pathologists without delay to fill the immediate and changing needs of the District both in school and in home settings. The District has the right to interview each pathologist proposed and to determine if the person is appropriate to work with District students. The proposer will insure that all pathologists working in the District have had satisfactory criminal background checks, fingerprinting, drugs tests and DCF registry checks as required under law and will provide the District proof upon request.
3. The speech and language pathologists will work under the guidance or direction of District personnel and will comply with all District requests. They will be assigned student caseloads and other related responsibilities. They shall participate in planning and placement team meetings for individual students and provide other services at the District's request.
4. The speech and language pathologists provided by the proposer will collaborate, train, assist, co-teach, obtain professional development and consult with Waterbury staff when requested by the District.
5. The proposer will provide highly qualified pathologists who utilize best practices and research-based interventions within the standards of the profession or as set forth by the District.
6. The proposer will supervise its pathologists and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's pathologists will provide services and maintain specific records as required by the District and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards. The proposer shall provide reports to district administrative staff prior to public review.
7. Each speech and language pathologist shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District and which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.
9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant speech and language therapy materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be **July 1, 2024 through June 30, 2027, with two (2) one-year (1) options.**

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must complete and sign the items and any forms included in Attachment A. (Contract Compliance Packet).

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on May 9, 2024**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by May 14, 2024, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

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

H. Conditions

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

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Attachment B.

15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and 5 paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on May 22, 2024. Proposals received after that time shall not be considered.**

Mr. Kevin McCaffery
Director of Purchasing

City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

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

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

    a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
    b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
        - Organization name and the name, title, address and telephone number of a responsible contact person.
        - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it

was completed within the original contract timeframe and budget. If not, please explain.

- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

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

c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

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

b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.

c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single **hourly rate, for each year for three years, plus two additional option years** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

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

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

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

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

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

Please respond to the following questions:

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

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

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

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

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

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to

the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section I.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

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

K.Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements NOT APPLICABLE

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

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut

Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

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

N. State DAS Requirements for Construction Projects NOT APPLICABLE

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

Attachment D Document

- INSURANCE REQUIREMENTS

REQUEST FOR PROPOSAL
#8094
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION
Speech and Language Therapy Services

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$1,000,000 each Occurrence** **$1,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**
Abuse/Molestation Liability:	**$1,000,000 each Occurance** **$1,000,000 Aggregate**

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

REVISED

Section 4: Cost Proposal

Position	Year 1	Year 2	Year 3
Speech Language Pathologist	$90.00/hr.	$92.00/hr.	$94.00/hr.

6/5/24

May 16, 2024

Mr. Kevin McCaffery, Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Re: RFP #8094 Speech and Language Therapy Services for the City of Waterbury

Dear Mr. McCaffery,

My name is Leo R. Blatz, R.N., M.S.N. I am the Chief Executive Officer of Worldwide Travel Staffing, Limited ("Worldwide"). Enclosed please find Worldwide's formal response to RFP #8094 Speech and Language Therapy Services for the City of Waterbury, Department of Education.

For 31 years, Worldwide has delivered quality healthcare professionals to state, federal, and private healthcare facilities throughout the United States and internationally. Worldwide is a 100% female owned and operated New York State corporation. Worldwide is a certified by the Joint Commission as a Health Care Staffing Services Agency (HCO ID: 488772). Worldwide has had zero deficiencies or requirements for improvement through six consecutive compliance audits. Worldwide is licensed and authorized to do business in the State of Connecticut. Worldwide will provide competent staff to the City of Waterbury, Department of Education ("City") who possess the necessary training, education, and experience requirements outlined in the solicitation.

Worldwide routinely provides healthcare staffing services to a variety of settings, including schools, public health departments, intermediate care facilities, and hospitals. Worldwide has worked closely with the City of Waterbury to provide nursing services to the Department of Public Health and Public School District since March of 2022. Worldwide maintains additional contracts with other school districts and educational institutions in Connecticut, Delaware, Kansas, Minnesota, New York, South Carolina, Tennessee, Virginia, and other locations nationwide. Additional locations where Worldwide provide healthcare staffing services to state-run facilities for child and adolescent clients with medical, behavioral health, and special needs are Alabama, Arizona, Colorado, Kentucky, Maine, Nebraska, North Carolina, Oregon, Texas, Vermont, Wisconsin, Wyoming, and others. All of us at Worldwide look forward to continuing successful staffing partnership with the City of Waterbury, Department of Education

I will continue to be the authorized representative and primary contact throughout the duration of this contract. I will be available 24 hours a day, seven days a week to answer any questions or address any concerns that may arise. My contact information is as follows:

Worldwide Travel Staffing, Limited
2829 Sheridan Drive
Tonawanda, NY 14150

Toll free no. 866-633-3700, ext. 101
Toll free fax no. 877-375-2450
Email: LBlatz@WorldwideTravelStaffing.com

If you have any questions or desire any clarifications for this response, please do not hesitate to contact me.

Sincerely,

Leo R. Blatz, RN, M.S.N.
Chief Executive Officer

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..... Annual Statement of Financial Interests

..... Certification Regarding Debarment, Suspension, Ineligibility and Exclusion

..... Disclosure and Certification Affidavit Regarding Outstanding Obligations

..... Certificate of Insurance

..... Corporate Resolution

Section 1: Proposer Information

a. **Firm Name:** Worldwide Travel Staffing, Limited

b. **Permanent Main Office Address:** 2829 Sheridan Drive, Tonawanda NY 14150

c. **Date Firm Organized:** 1993

d. **Legal Form of Ownership:** New York State Corporation (FID 16-1432616)

e. **Years of Service:** 31 years

f. **Names, Titles, Relationships, Background & Experience of Principal Members**

Management Team & Officers

President / Director of Nursing / Clinical Specialist - Laurie A. Dolega, R.N., M.S.N.
40 years of Corporate Executive Experience

Laurie A. Dolega, R.N., M.S.N., has over 40 years of experience as a Registered Nurse, 40 of which involved the direct management and placement of healthcare professionals. Ms. Dolega will be the Clinical Specialist throughout the duration of the contract, responsible for the screening and second interviews of all submissions.

Chief Executive Officer – Leo R. Blatz, R.N., M.S.N.
40 years of Corporate Executive Experience

Leo R. Blatz, R.N., M.S.N., will be the contact for clinical related matters throughout the duration of this contract. Mr. Blatz will be available 24/7 for immediate response to any contract questions or emergency situations. Mr. Blatz began working with state and federal government contracts in 1987. During his 40-year healthcare staffing career, Mr. Blatz has overseen $1B in contracts. Mr. Blatz has successfully negotiated and serviced contracts throughout the United States and 13 international locations.

Chief Operating Officer – Joseph B. Giaimo
26 years of Corporate Executive Experience

Joseph B. Giaimo supervises Worldwide's recruiters and their day-to-day recruitment of candidates to all client facilities. Mr. Giaimo is also responsible for the recruitment and reporting requirements associated with the Oklahoma Department of Veterans' Affairs, the Vermont Department of Mental Health, the New York State Office of General Services, the Texas Department of Criminal Justice, the North Carolina Department of Health and Human Services, numerous state hospital contracts and multiple large hospital associations.

Director of Government Contracting – Samuel J. Giordano III, M.B.A.
16 years of Healthcare Recruitment Experience

Sam Giordano oversees Worldwide's staffing operations with the Alabama Department of Health, the Mississippi Department of Veterans Affairs, the Minnesota State Academies for the Deaf and Blind, the West Virginia Department of Health and Human Resources, and the Wyoming Department of Health. Mr. Giordano also manages contracts with the Alaska Department of Corrections, and the New Hampshire Department of Corrections. Mr. Giordano collaborates with facility contracts to ensure qualified staff are available to satisfy facility staffing needs.

Vice President of Educational Staffing – Kevin Peters, B.A.
10 years of Healthcare Recruitment Experience

Kevin Peters presently manages Worldwide's contract with the City of Waterbury Public health Department and Public Schools. Kevin also oversees Worldwide's staffing operations with the Arizona Department of Economic Security, Arrowhead Medical Center/San Bernardino County California, the City of New Haven Heath Department and Schools, the Tennessee Schools for the Deaf, the Virginia Department of Behavioral Health and Developmental Services, Loudon County School District, the Virginia School for the Deaf, Medefis, Inc., the Minnesota Department of Veterans Affairs Homes, and the South Carolina Department of Mental Health.

Section 2: Experience, Expertise, and Capabilities

a. Philosophy Statement and Business Focus

Worldwide Travel Staffing, Limited ("Worldwide") strives to provide client facilities with the highest quality of healthcare professionals available to assist with their staffing needs. Worldwide guarantees to perform as a true staffing partner with its client facilities; and to do so in the most efficient and cost-effective manner.

Worldwide stresses to all staff that they are "guests" at the facilities, throughout their engagements. Worldwide's staff will follow all directives from the facility, be reasonable, flexible and act like a true team member at all times. Worldwide's core values center around servicing our clients' needs and treating all patients with quality care. Worldwide is proud to employ the most skilled and adaptable professionals available in the medical staffing industry. Worldwide is committed to collaborating with its client facilities to establish a successful staffing partnership.

b. Summary of Relevant Experience

References

1. Company Name: Virginia School of the Deaf and the Blind
   Contact: Lindsay Burris, Principal
   Phone Number: 540-332-9014

Email Address: Lindsay.burris@vsdb.k12.va.us
Project Dates: February 2022 – Present
Gross Cost: $175,000 to date
Scope:

Worldwide has provided temporary therapist services to the Virginia School for the Blind from June of 2022 to the present.

Completed in Original Timeframe & Budget?

Worldwide provided therapist services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

2. Company Name: City of New Haven School District and Health Department
   Contact: Monika Lopez, RN, Nurse Coordinator
   Phone Number: 203-836-4088
   Email Address: mlopez@newhavenct.gov
   Project Dates: February 2021 – Present
   Gross Cost: $7 M to date
   Scope:

The New Haven City Department of Health (CT) awarded Worldwide a contract in February 2021. Worldwide rapidly supplied nursing staff to the Department of Health and School District. Nurses are assigned to City schools, health clinics, vaccination sites, and other City locations.

Completed in Original Timeframe & Budget?

Worldwide provided nursing services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

3. Company Name: Rochester Psychiatric Center
   Contact: Sarah Reynolds, MS, OTR/L, Chief Occupational Therapist
   Phone Number: (585)241-1855
   Email Address: sarah.reynolds@omh.ny.gov
   Project Dates: February of 2019 – Present
   Gross Cost: $43,000 to date
   Scope:

Worldwide began providing the New York State Office of Mental health with speech language pathologist services in February of 2019. The contract entails providing as needed speech language pathologist services to Rochester Psychiatric Center.

Completed in Original Timeframe & Budget?

Worldwide provided nursing services within the timeframe of the contract. Worldwide has met all budget requirements of the contract. If the budget needs to be increased, due to the client requiring additional services, an addendum shall be issued and signed by all parties.

Contracts with the City of Waterbury

1. **Company Name:** City of Waterbury School District and Health Department
   Contact: Lois Mulhern, RN, BSN, Nursing Supervisor
   Phone Number: 203-574-6680
   Email Address: lmulhern@waterburyct.org
   Project Dates: March 2022 – Present
   Gross Cost: $1.1M to date
   Scope:

Worldwide began working with the City of Waterbury School District and Health Department in March of 2022. Worldwide provides nursing services to the health department clinics, vaccination sites, and public schools under this contract.

Additional Experience

Worldwide routinely provides temporary speech pathologist and related therapist services to facilities identical to those outlined in the solicitation. Worldwide maintains contracts with school districts and child and adolescent facilities in Alabama, Arizona, Colorado, Connecticut, Delaware, Hawaii, Kentucky, Minnesota, New York, North Carolina, North Dakota, Tennessee, Texas, Utah, Virginia, Wisconsin, and other locations nationwide.

Worldwide began working with the City of Waterbury School District and Health Department in March of 2022. Worldwide provides nursing services to the health department clinics, vaccination sites, and public schools under this contract. The New Haven City Department of Health awarded Worldwide a similar contract in February of 2021. Worldwide provides nursing and nurse practitioner services to the city clinics and public schools. Worldwide has had equal success rapidly deploying staff to both locations. Worldwide has provided more than $8 M i n nursing services to date.

Worldwide initially began providing nursing services to the New York State Schools for the Blind and Deaf in November of 2007. Worldwide was subsequently awarded a contract for the provision of nursing services to the Kansas School for the Blind in August of 2017. Worldwide was awarded similar contracts for the provision of therapy services to the Tennessee Schools for the Deaf (Nashville and Knoxville Campuses), and the Virginia School for the Blind in June of 2022, February of 2022, and September of 2023, respectively. Worldwide has received positive feedback from facility administrators. Worldwide has similar contracts with the Lewiston-Porter School District in New York, the Colonial School District in Delaware, the Florence County School District #4 in South Carolina, Loudon County Public Schools in Virginia, and Valley

Stream UFSD Thirty and Central High School Districts, in New York. Worldwide has provided more than $750,000 in school nursing services to the above locations.

Worldwide was awarded the State of New York Executive Department, Office of General Services ("OGS"), Temporary Personnel Services contract (no. PS63482) in November 2007. The contract was recently renewed for an additional 5-year term in 2022. Under the OGS contract, Worldwide provides fully credentialed, professional registered nurses, licensed practical nurses, certified nursing assistants, surgical technologists, physical therapists, psychiatrists, physicians, dentists, and allied healthcare professionals to all OGS facilities. Some of these facilities include the following: the New York State Department of Corrections, City University of New York, Long Island DDSO, the New York State Office of Mental Health, Capital District DDSO, New York State Department of Health, New York State Workers Compensation Board, and others. Since the initial contract's inception, Worldwide has filled 97% of the shifts where job orders have been received from OGS facilities. Worldwide provides per diem and long-term healthcare professionals under the OGS contract.

Worldwide began providing healthcare professionals to Wyoming State Hospital in November of 2005. Worldwide was awarded separate contracts for nursing services and advanced practice registered nurses. Worldwide began recruitment for staff with the Wyoming Life Resource Center as an addendum to the current contract in March of 2016. The contract was expanded to add occupational, physical, and speech language pathologist services in 2022. The Wyoming Retirement Center was added as a subsequent addendum in 2018Worldwide provides inpatient and outpatient skilled nursing and intermediate care, nurse practitioner, nursing assistant, and therapist services to Wyoming Department of Health facilities. Since the contract award Worldwide has provided $17 M in staffing services. The contract presently runs through June of 2026.

Worldwide is a provider of agency nursing services to Loudoun County Public School District. Worldwide has also working with the Virginia Department of Behavioral Health & Developmental Services ("DBHDS") in 2012. Worldwide provides registered nurse, licensed practical nurse, and certified nursing assistant staffing services to DBHDS facilities. Since the initial contract award, Worldwide has provided nearly $12 M in agency staffing services to the state-operated facilities within the system. Worldwide has established exceptional relationships with Catawba State Hospital, Eastern State Hospital, Northern Virginia Mental Health Institute, Southern Virginia Mental Health Institute and the Commonwealth Center for Children and Adolescents. Worldwide was awarded a similar contract for the provision of locum tenens staff in May of 2017. Subsequent contracts for statewide nursing services and temporary medical staffing services were awarded for the DBHDS and Department of Corrections in October of 2022 and August of 2023.

Worldwide was awarded a contract with the Minnesota State Academies for the Deaf and Blind for physical therapist supervisor services in December of 2020. Worldwide rapidly identified and placed a therapist to oversee two state-run school therapy programs for the deaf. Worldwide was also awarded a contract for the provision of temporary healthcare workers with the Minnesota Department of Administration, Department of Human Services ("MDHS") in September of 2020. The MDHS is a public sector client. The contract is for the provision of

nursing and direct care staff to assist with COVID-19 relief at state and private run group homes, skilled nursing, substance use disorder, and assisted living facilities, homeless shelters and long-term care centers. Worldwide has rapidly supplied staff to various facilities throughout the state of Minnesota to relieve staffing strains caused by the COVID-19 pandemic. Worldwide has provided more than 200 healthcare professionals on more than 400 individual assignments.

Worldwide was awarded a contract with Alabama Department of Mental Health in October of 2020 to provide nursing services to three psychiatric facilities in Tuscaloosa. A subsequent contract for the provision of L.P.N. staffing services was awarded with the Alabama Department of Youth Services in April of 2021. The contract entails providing nursing services to three additional facilities in Birmingham and Montgomery. Worldwide has rapidly placed nursing staff at these locations. Worldwide has provided more than $2 M in temporary nursing services to the state of Alabama to date.

Worldwide began providing temporary nursing services to the Kansas Department of Administration ("KDA") in February of 2015. Worldwide added Larned State Hospital in January of 2016 and the Kansas School for the Blind in August of 2017. Similar contracts for the provision of temporary nursing services and medical staffing were awarded with KDA and the Kansas Soldiers Homes. Worldwide additionally provided 20 COVID vaccination nurses within one week upon receipt of a request to facilitate a vaccination initiative in Topeka, Kansas for the Kansas Division of Emergency Management. A subsequent contract for the provision of Physical Therapist Staff ("PCSS") was awarded at Osawatomie State Hospital in February of 2023. Worldwide presently has more than 100 healthcare professionals assigned to the KDA facilities. The contract was renewed for an additional term through August of 2024. Worldwide has provided $110 M in staffing services to the state of Kansas.

Worldwide has worked closely with the Commonwealth of Kentucky to provide temporary nursing staff to various facilities since 2017. Worldwide maintains contracts with the Thomson-Hood Veterans Center, the Carl M. Brashear Radcliff Veterans Center and the Kentucky Cabinet for Health and Family Services, Department for Behavioral Health, Developmental and Intellectual Disabilities ("DBHDID"). Worldwide has provided emergency COVID-19 staffing services to Thomson Hood and DBHDID facilities. Worldwide provides staff to Western State Hospital, Western State Nursing Facility, Glasgow Skilled Nursing Facility, and the Kentucky Correctional Psychiatric Center under the contract with the DBHDID. An additional contract for nursing services to state-run youth detention, group home, and developmental centers was awarded in August of 2022. Worldwide has provided $9 M in temporary nursing and nurse aide staffing services to the Commonwealth of Kentucky since the initial contract award in November of 2017.

Worldwide was awarded a contract for the provision of nursing services to the Arizona Department of Economic Security ("DES") in March of 2020. The contract entails providing long-term and as-needed temporary registered nurse and licensed practical nurse staff to state-run group homes, intermediate care facilities and training programs throughout Arizona. Worldwide seamlessly transitioned over 30 nurses from the previous vendor within two weeks of award. Worldwide also credentialed and hired additional nurses to assist with ongoing staffing needs during the COVID-19 pandemic. All nurses are required to have prevention and support,

tracheotomy, and ventilator certifications prior to beginning work. Worldwide has provided more than $3.25 M in nursing services to the AZ DES to date.

Worldwide has been working with the State of Colorado since 2014. The CO DHS awarded Worldwide contract number SDSD1460203IIB for the provision of temporary medical staff at the Colorado Mental Health Institutes at Pueblo and Fort Logan in July of 2014. Subsequent contracts were awarded for temporary nursing and clinical medical staffing services in June of 2017 and July of 2018. The current contracts run through 2023 and 2025, respectively. Worldwide has also held contracts with various public health departments and private healthcare facilities in the state of Colorado including Clear Creek County, Pueblo County, Routt County, and numerous private healthcare facilities throughout the state of Colorado. Worldwide has provided more than $10 M in temporary medical staffing services to Colorado facilities date.

Worldwide has been a primary provider of temporary nursing staff to the North Carolina Department of Health and Human Services, Division of State Operated Healthcare Facilities ("DSOHF") since 2010. In March of 2010, the DSOHF awarded Worldwide Primary Vendor Status for all DSOHF operated facilities. The contract was renewed for additional three-year terms in April of 2012, June of 2016, and January of 2021. Worldwide currently has more than 200 healthcare staff assigned to North Carolina facilities.

Worldwide provides mental health and medical nursing services to patients of all age ranges, pediatric through geriatric, at nine DSOHF locations including: Broughton Hospital, Central Regional Hospital, Cherry Hospital, and the Division of Services for the Blind. Worldwide added three state-run alcohol and drug abuse treatment centers as an addendum to the DSOHF contract between 2012 and 2014. Worldwide also established an "as needed" healthcare technician staffing pool at the Black Mountain Neuro-Medical Treatment Center in 2012. Worldwide began working with the Murdoch Developmental Center in 2016. The Murdoch Center is a state-run developmental center in North Carolina, providing support to adult patients with intellectual and developmental disabilities, complex behavioral challenges, or medical conditions. Worldwide has placed directors of nursing, supervisory psychologist, and psychiatrist staff in North Carolina as addendums to the DSOHF contract. Worldwide has developed an excellent staffing partnership with the state of North Carolina.

Worldwide maintains a per-diem staffing contract with the state of Hawaii Office of Youth Services at the Hawaii Youth Correctional Facility. The contract was awarded July 2014 and was extended for an additional five-year term through October of 2024. Worldwide provides registered nurses that assess and treat the physical and mental health of patients ages 12 to 19. A subsequent contact for the provision of nurse practitioner staff was added in November of 2019 with an affiliate organization, Residential Youth Services & Empowerment. A subsequent contract for the provision of nursing, nurse practitioner, and certified nursing assistant staff was awarded in November of 2021. Worldwide has provided nearly $6 M in staffing services to the state of Hawaii since the initial contract award in 2014.

Worldwide began working with the Utah Department of Human Services ("DHS") in 2018. The contract entails providing nursing services to the Southwest Utah Youth Center in Cedar City, Utah. A subsequent contract for the provision of identical services to two additional state-run

facilities was awarded in March of 2020. Worldwide has additionally assisted with patient companion sitter projects at facilities in Salt Lake City and an electronic medical record implementation project. Worldwide has provided more than $575,000 hours of on-call and as-needed nurse staffing services to the Utah DHS since the initial contract award.
Worldwide currently maintains contracts with the following large hospital associations: HealthTrust Workforce Management Solutions (formerly Parallon / All About Staffing, Inc., Hospital Corporation of America), Medefis, Kaiser Foundation Hospitals, New Mexico Hospital Association, and the South Carolina Hospital Association. International contracts are active in the U.K., Ireland, Australia, and New Zealand

c. Personnel Listing

Chief Executive Officer – Leo R. Blatz, R.N., M.S.N.
40 years of Corporate Executive Experience

Leo R. Blatz, R.N., M.S.N., will be the contact for clinical related matters throughout the duration of this contract. Mr. Blatz will be available 24/7 for immediate response to any contract questions or emergency situations. Mr. Blatz began working with state and federal government contracts in 1987. During his 40-year healthcare staffing career, Mr. Blatz has overseen $1B in contracts. Mr. Blatz has successfully negotiated and serviced contracts throughout the U.S. and 13 international locations. Mr. Blatz has also served as an advisor to the Joint Commission.

Chief Operating Officer – Joseph B. Giaimo
26 years of Corporate Executive Experience

Joseph B. Giaimo supervises Worldwide's recruiters and their day-to-day recruitment of candidates to all client facilities. Mr. Giaimo is also responsible for the recruitment and reporting requirements associated with the Oklahoma Department of Veterans' Affairs, the Vermont Department of Mental Health, the New York State Office of General Services, the Texas Department of Criminal Justice, the North Carolina Department of Health and Human Services, numerous state hospital contracts and multiple large hospital associations.

Director of Government Contracting – Samuel J. Giordano III, M.B.A.
16 years of Healthcare Recruitment Experience

Sam Giordano oversees Worldwide's staffing operations with the Alabama Department of Health, the Mississippi Department of Veterans Affairs, the Minnesota State Academies for the Deaf and Blind, the West Virginia Department of Health and Human Resources, and the Wyoming Department of Health. Mr. Giordano also manages contracts with the Alaska Department of Corrections, and the New Hampshire Department of Corrections. Mr. Giordano collaborates with facility contracts to ensure qualified staff are available to satisfy facility staffing needs.

Vice President of Educational Staffing – Kevin Peters, B.A.
10 years of Healthcare Recruitment Experience

Kevin Peters oversees Worldwide's staffing operations with the Arizona Department of Economic Security, Arrowhead Medical Center/San Bernardino County California, the Shelby County Board of Education, the Tennessee School for the Deaf, the Virginia Department of Behavioral Health and Developmental Services, Loudon County School District, the Virginia School for the Deaf, Medefis, Inc., the Minnesota Department of Veterans Affairs Homes, and the South Carolina Department of Mental Health.

Resumes

Enclosed please find the personnel listed resumes.

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d. Conflict of Interest

Worldwide does not have any business, financial, personal, or any other type of relationship that poses a conflict of interest within the past 3 years.

Section 3: Statement of Qualifications and Work Plan

a. Qualifications

Worldwide is a New York State corporation established in 1993 (FID 16-1432616). Worldwide is a certified by the Joint Commission as a Health Care Staffing Services Agency. (HCO ID: 488772). Worldwide has had zero deficiencies or requirements for improvement through six consecutive compliance audits. For 31 years, Worldwide has delivered quality healthcare professionals to state, federal government, and private healthcare facilities throughout the United States and internationally. Worldwide has the qualifications and experience necessary to responsibly perform the services outlined in the solicitation. Worldwide routinely deploys speech language pathologists and other healthcare professionals to settings identical to those described in the RFP. Some of these clients include public and private schools, public health departments, pediatric clinics, child and adolescent psychiatric and medical hospitals, intellectual and developmental disability facilities, juvenile secure facilities, and youth centers.

Worldwide has ample knowledge and understanding of school therapy recruitment, placements, and oversight. Worldwide has effectively collaborated with client facilities globally to achieve safe staffing levels and continuity of care for school districts and their students. Worldwide is familiar with the nuances of city, county, and state government practices, procedures, laws, and regulations. Worldwide places a strong emphasis on customer service, visibility, continuity of care and client satisfaction, which includes a proven history of flexibility and adaptability. Worldwide will provide competent staff who possess the necessary training, education and experience in the specific areas outlined in the bid. Worldwide is confident that the current administration at the City of Waterbury ("the City") will attest to Worldwide's skillset and abilities.

Worldwide recognizes that the contract and initial transition must be an ongoing, collaborative, and adaptive process. Worldwide will immediately implement changes and make improvements whenever requested within 24 hours of notification. Worldwide will aggressively advertise and recruit during the days and weeks following the award, to fill any additional vacancies, ensuring quality services and safe staffing levels for the students of the City. Worldwide does not anticipate any potential problems or issues that will arise in the contract or during the recruitment stage.

Worldwide will secure the necessary compliance documentation required for employment per the State of Connecticut, City, and Joint Commission standards. Once all compliance documentation has been received and the appropriate compliance forms have been completed, the recruiter will present the information to Worldwide's Clinical Specialist. The Clinical Specialist will perform a second review of the documentation. If all documentation is in order, the Clinical Specialist will sign off on the compliance forms for each THP submitted. Only those

candidates that satisfy the criteria outlined in Worldwide's credentialing process and meet the City's specific requests shall be considered for submission.

Capacity and Capability

Worldwide currently has a pool of more than 1,200 travel and local healthcare professionals actively employed at more than 500 facilities throughout the continental United States and its territories. Worldwide maintains an active database of over 350,000 qualified healthcare professionals. The database is updated via targeted local and national journal advertising, a user-friendly website, practitioner referral programs, and a benefits package that is unsurpassed in the industry. All eligible candidates are available for consideration with the City. Worldwide is familiar with the nuances of city and state government practices, procedures, laws, and regulations. Worldwide places a strong emphasis on customer service, visibility, continuity of care and client satisfaction, which includes a proven history of flexibility and adaptability.

Worldwide recognizes that the contract must be an ongoing, collaborative, and adaptive process. Worldwide has a team of more than 75 full-time office staff members dedicated to carrying out administration, clinical oversight, recruitment, quality assurance, marketing, accounting, information technology, and all aspects of the project.

Worldwide will show sufficient understanding and qualifications necessary to successfully execute the scope of the work for the City and the Department of Education. Worldwide has an established relationship with the City to provide nursing services and has a proven track record of working quickly and effectively upon notification of award. Worldwide will utilize our time-tested recruitment and quality assurance plan to ensure that we are providing efficient personnel to perform the scope of work provided and any other tasks that might be required for this solicitation. Tasks shall include, but not be limited to recruitment, interviewing, quality assurance, reporting, and experience.

b. Work Plan

Worldwide's keen understanding of the educational healthcare market has allowed Worldwide to effectively collaborate with schools and youth client facilities globally to achieve safe staffing levels for more than 31 years. Worldwide will follow all the qualifications and deliverables outlined in the RFP. Worldwide will provide competent Speech Language Pathologists who possess the necessary training, education and experience in the specific areas outlined in the bid. Worldwide will comply with current and future standards established by the state and City. Worldwide will demonstrate sufficient understanding and qualifications necessary to successfully execute the scope of the work for the City of Waterbury, Department of Education by utilizing Worldwide's established comprehensive recruitment, screening, management, and oversight process to ensure candidate compatibility with the City's staffing needs and ensure the scope of work is completed in a satisfactory manner. Worldwide is a flexible and accommodating staffing partner with a proven history of success on similar projects.

Understanding Scope of Work

Worldwide agrees to provide the City with up to 10,000 total hours of speech and language therapy and related services to students ages 3 – 22 to the Waterbury School District. Assigned speech pathologists will work the number of hours, days, or portions of days as directed by the District during the school year and during summer months. Worldwide will only bill for hours worked on days when school is in session, with the exception of homebound services. All therapy and related services will be completed by qualified speech and language pathologists that have a valid and active Connecticut license. Worldwide will fill vacancies without delay to meet the immediate and changing needs of the District in both school and in-home settings. Worldwide understands that the District reserves the right to interview each speech language pathologist proposed to determine if the person is appropriate to work with the District. Worldwide will ensure that all speech pathologists complete and have had a satisfactory criminal background check, fingerprinting, drug test, and DCF registry check, as required under law and will provide proof to the City upon request.

Worldwide's speech language pathologists agree to will work under the guidance or direction of the District personnel. Assigned staff will be assigned student caseloads and other related responsibilities. The speech language pathologists will participate in planning and placement team meetings for individual students, and will collaborate, train, assist, co-teach, obtain professional development, and other services at the Districts request. Assigned staff shall write goals and objectives for student IEPs, communicate with the student's health providers as necessary, and will complete other duties, as directed. Worldwide will immediately provide substitute staff for those who are absent. Worldwide staff will be participate with in-services, professional development, and will provide relevant speech and language therapy materials to Waterbury staff and parents as directed by the District.

Each speech pathologist will provide timely and complete reports requested by Waterbury staff. Speech pathologists will additionally provide the District with Medicaid documentation in a form and manner acceptable to the District. Worldwide will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. Worldwide will monitor the hours serviced and ensure that all terms, compliance, hours and amounts of the contract are submitted on each bill to the district.

Recruitment Process

Worldwide is prepared to initiate recruitment and provide pathologist for consideration immediately upon notification of award. Worldwide maintains an active database of over 350,000 healthcare professionals. The database is updated daily due to targeted national advertising, a user-friendly website, practitioner referral programs and a benefits package that is unsurpassed in the industry. Our active approach to recruiting has been proven to fill vacancies rapidly and efficiently. All candidates will maintain licensure and certifications that are active and in good standing in Connecticut.

Worldwide advertises monthly in almost every major industry periodical and numerous regional and local publications. Each week, hundreds of potential candidates contact Worldwide in

response to print advertising and other recruitment activities while an average of more than 300 electronic applications per week go through our website.

Recruitment efforts include, but are not limited to national advertising, "cold calls" by recruiters, email blasts, referral programs, mass mailings, and an established internet presence via our website and various social media. Worldwide also participates and exhibits in numerous healthcare-related conferences and conventions. Additionally, Worldwide maintains subscriptions to online job services such as Indeed, ZipRecruiter, Monster, Absolutely Healthcare and Career Builder.

Candidate screening and submissions will take place immediately following the contract award. Worldwide provides candidates for consideration on average, within 48 to 72 hours of request. Most candidates will be submitted within 24 hours of receipt of a job order. Worldwide will immediately respond to any requests made by the City for nursing services as to whether staff are available. Most requests will be replied to immediately upon receipt or within a few minutes thereof.

Worldwide is available to field requests for healthcare personnel 24 hours-per-day, 365 days-per-year, including holidays. Worldwide does not utilize an answering service. A live representative will be available off-business hours, on weekends and holidays to field staffing requests.

Proposed Staff Personnel Listing and Resumes

Enclosed are sample speech language pathologist candidate resumes.

Speech and Language Pathologist:

Alyssa Johnson, MS CCC-SLP
Cole Forester-Clarke, MS CCC-SLP
Hannah Lundeen, MS SLP
Hillary Wiener, MS CCC-SLP
Natalie L. Finley, MS CCC-SLP
Nicole Kulmaczewski, MS SLP
Stephanie Walker, MS CCC-SLP
Stephanie Anne LoPresti, MS CCC-SLP TSSLD

Staff Turnover

Worldwide's turnover rate is 16%. Contract extensions are encouraged and frequent. Failed assignments are uncommon. More than 80% of Worldwide healthcare professionals continue their assignments following the completion of their initial school year. Much of this can be attributed to Worldwide's Loyalty Rewards Program and a healthcare benefits package that is fully compliant with the Affordable Care Act and is unsurpassed within the industry. Worldwide also provides 401(k) and a Referral Bonus Program to attract and retain our healthcare

professionals. It is common for Worldwide healthcare professionals to remain active for multiple years.

Quality Assurance

Worldwide utilizes a time-tested Performance Improvement Program. The program is specifically designed to monitor the system of accountability in the administration, supervision, and management of Temporary Healthcare Professionals ("THPs"), as well as the ongoing review of company policies and procedures. The program promotes quality patient care, comprehensive hiring and credentialing practices, and employee performance monitoring. Adherence to the values and framework of the Performance Improvement Program has enabled Worldwide to provide the highest quality of personnel and customer service to our valued clients.

The process begins with the receipt of a signed and dated application for employment and skills checklist. The documents are reviewed to ensure an appropriate candidate fit. The skills checklist is updated annually, and the credentials of the applicant are verified. Professional licensure and certifications are verified with the appropriate agencies, employment references and work experience are confirmed, and Excluded Parties List System ("EPLS") and Office of Inspector General ("OIG") searches are conducted. Worldwide utilizes Clinical Assessments Company by Prophecy to perform medication tests and skills verification. The candidate's file is reviewed by the Clinical Specialist. An interview is conducted to ensure that the candidate has the appropriate skill set and experience to be considered for the job order.

The following is a list of requirements and documentation for Worldwide personnel. All documentation and credentialing meet or exceed state of Connecticut, Joint Commission and City standards. The documentation is forwarded to the facility upon notification of interest in a pathologist's application:

- A completed employment application or resume and interview exploring work history and skills checklist
- Proof of a masters degree or doctorate in speech and language pathology from an accredited post-secondary institution
- Proof of a minimum of at least one (1) year of healthcare experience working with students ages 3 - 22 in the field of speech and language therapy
- Professional references from previous employers confirming clinical skills, experience, and proven track record providing similar services
- Current and valid licensure within the State of Connecticut and CT State Department of Education
- A current copy of AED and CPR and any other certificates as determined in accordance with the facility requirements
- Any additional training that is required by the facility prior to start date
- A copy of an annual physical examination
- A copy of an annual PPD or copy of chest x-ray and TB screening questionnaire

- Signed documentation stating THP has immunization, is in the process of receiving vaccine, or is declining the vaccination as relates to Hepatitis B
- MMR Titer or immunization series
- Varicella Titer or immunization series
- COVID vaccination series, exemption, or declination
- Annual influenza vaccination, exemption, or declination
- Fingerprinting, criminal background checks, and DCF registry checks conducted in accordance with facility specifications
- A drug screen prior to beginning work assignment
- OIG and EPLS searches
- A completed I-9 form, including a photocopy of driver's license and social security cards
- Annual in-service training covering the following topics:
    - standard precautions
    - bloodborne pathogens
    - universal precautions
        - fire/electrical safety
    - OSHA hazard communications policy
    - Age Specific Competency
        - Worldwide's Age Specific Education and Post Test form is being utilized in a career technical education program in Oklahoma to help prepare a variety of health care students for clinical.
    - HIPAA training
    - violence prevention
    - diversity in the workplace
    - national patient safety goals
    - Sexual harassment prevention training
- Any additional requirements which may be requested by the facility or by contract

Once all compliance documentation has been received and the appropriate compliance forms have been completed, the recruiter will present the information to Worldwide's Clinical Specialist. The Clinical Specialist will perform a second review of the documentation. If all documentation is in order, the Clinical Specialist will sign off on the compliance forms for each THP submitted.

Only those candidates that satisfy the criteria outlined in Worldwide's credentialing process and meet the facility's specific requests shall be considered for submission. The requirements established by the contract provisions are reviewed. Should the profile meet or exceed both criteria, the THP's file will be completed and submitted with the required documentation for review by the designated facility contact. If the facility contacts requests that the THP be assigned directly to a position, that preference will be accommodated. Immediately following the THP's acceptance of assignment, Worldwide will provide a confirmation letter to the facility contact.

Worldwide is committed to obtaining and monitoring all THP compliance. Upon initial acceptance of an assignment, the THP is issued written correspondence outlining the compliance

documentation that is required. Any compliance items that may expire during the life of the contract are flagged, and the date the updated documentation is required will be listed. All compliance is to be submitted to Worldwide prior to the start of the assignment.

Worldwide's Compliance Officer reviews the compliance forms and continually monitors THP performance. This practice ensures that THPs maintain compliance with all evaluation, education, certification, and facility requirements. Self-evaluation forms are sent to THPs during the first month on assignment. Client evaluation (evaluation of off-site agency personnel) forms are sent to the facility prior to the THP's completion of an assignment. The evaluation forms are placed in the THP's file and updated annually and at the completion of each.

Worldwide's Performance Improvement Committee conducts monthly meetings to assure the regulated approach to quality customer service and healthcare needs are satisfied. The meetings include: Worldwide's Clinical Director, Chief Executive Officer, Chief Operating Officer, Compliance Officer, and designated Account Manager. During the monthly meetings, new information or any variances from the facility's expectations are explored. Recommendations for improvements in service delivery are discussed and implemented if necessary. Policies are created or revised as indicated.

Worldwide's Clinical Director, Leo R. Blatz, R.N., M.S.N., is available to all facilities 24 hours a day, seven days a week. Mr. Blatz will be available to meet onsite at any facility within 24 hours of a request. Mr. Blatz routinely visits client facilities approximately once every three months. Meetings are held with active staff to identify and rectify any problems. Summaries of the meetings are provided to the client facilities when indicated.

Evaluation Process

The self-evaluation forms, client evaluation forms, clinical specific screening exams and skills checklists assist Worldwide's Account Manager and Clinical Specialist in evaluating THPs and detecting potential areas of improvement. The Clinical Specialist will use this information to work with the THP to identify continuing education programs that will be beneficial. Worldwide recognizes that maintaining quality patient care requires continued education. All THPs are encouraged to advance their education and certifications by attending in-service programs and continuing education courses. Worldwide compensates full-time THPs for attendance at both mandatory and non-mandatory in-service programs.

Worldwide utilizes Clinical Assessments by Prophecy to provide Continuing Education Credits, clinical competency examinations and assessments to THPs. All assessments are completed online and are automatically scored, providing Worldwide with immediate results pinpointing behaviors and assessing knowledge. The online program offers a valid and reliable way to evaluate both applicants and incumbents, thereby advancing patient safety and satisfaction, while reducing turnover.

Worldwide utilizes Goldmine customer relationship management software to manage healthcare staff and client contacts, track placements, store electronic notes and records, print reports and monitor compliance. The software enables Worldwide to maintain detailed information on all

candidates. Recruiters regularly compile information on each candidate as it relates to their qualifications, experience level, expertise in specific disciplines and past performance. That information is filtered and applied to the specific needs of the client.

Goldmine is also used to collect and analyze monthly data on compliance. The software tracks compliance and executes monthly reports flagging individuals with compliance items that are scheduled to expire and require action. The reports notify expiration of compliance documentation at 60 and 30-day intervals, prior to the date of expiration. Worldwide's Compliance Officer oversees the data collection and follows up on the reports to ensure that THPs remain in compliance.

Immediately upon the receipt of any inquiries, complaints or other incidents reflecting irregularities from any participating institution, the Account Manager, Clinical Specialist, Chief Executive Officer, and any other staff indicated, will meet to investigate the matter. A conference call may be requested with the facility to discuss the details of the incident. If the incident is of a serious nature, the Chief Executive Officer and Clinical Specialist will meet on site at the facility. The meetings shall be held within 24 hours of the initial report and scheduled at the facility's convenience.

Worldwide's Performance Improvement Committee conducts monthly meetings to assure the regulated approach to quality customer service and healthcare needs are satisfied. The meetings include: Worldwide's Clinical Director, Chief Executive Officer, Chief Operating Officer, Compliance Officer, and designated Account Manager. During the monthly meetings, new information or any variances from the facility's expectations are explored. Recommendations for improvements in service delivery are discussed and implemented if necessary. Policies are created or revised as indicated.

Original copies of all the above documentation will be maintained in employee files located at 2829 Sheridan Drive, Tonawanda, NY 14150. All files are maintained in accordance with privacy and non-discriminatory regulations enforced by both federal and state laws.

Reporting Methodology

Worldwide recognizes the importance of maintaining service level commitments, routine communication, proper invoicing, payment, and adherence to mandatory reporting requirements. Worldwide accepts and agrees to the following reporting requirements including, but not limited to:

- Communicating with staffing leadership to provide continuous feedback and improvement.
- Submit appropriate documentation required for Medicaid billing purposed in a timely manner
- Utilize web-based platforms by the City for purposes of claims submissions to Medicaid (e.g., CT-SEDS, Compuclaim, Frontline)

- Invoices will be sent to the City monthly and provide backup documentation with the invoice
- Invoices shall itemize the work for hours worked, nurses start and end times, and provide verification of hours billed, contract number, nurse's name, job title, and school
- Submitting any additional information or reports as requested by the City

c. Services Expected of the City

Worldwide staff will be provided with a brief District specific training for documentation and day to day duties. Worldwide staff will also require any equipment, supplies, and/or medication for the students to administer proper care once at the District school or student's homes.

Section 4: Cost Proposal

Worldwide's cost proposal is enclosed separately.

Section 5: Information Regarding: Failure to Complete Work, Default and Litigation

a. Worldwide has never failed to complete any of the work awarded to in 31 years. Worldwide has successfully completed all work in the contracts awarded.

b. Worldwide has never defaulted on a contract.

c. Worldwide does not have any pending litigation that could affect Worldwide's ability to perform this agreement.

d. Worldwide has not had a contracted terminated for cause within the past five years.

e. Worldwide has not been named in a lawsuit related to errors and omissions within the past five years.

f. Worldwide has not filed for protection under the Federal bankruptcy laws in the past seven years.

g. No, there is no other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware of.

Section 6: Exceptions and Alternatives

Worldwide holds no exceptions to any of the requirements listed in the RFP. Worldwide accepts all terms and conditions outlined in the RFP.

Conditions

Worldwide is willing and agrees to adhere to all the conditions outlined in Section H: Conditions of the proposal.

Section 7: Additional Data

All School District References:

1. Facility Name: Virginia School of the Deaf and the Blind
   Contact Name & Title: Lindsay Burris, Principal
   Address:
   104 VSDB Dr,
   Staunton, VA 24401
   Phone Number: 540-332-9014
   Email Address: lindsay.burris@vsdb.k12.va.us

2. Facility Name: City of Waterbury School and Public Health Department
   Contract Name & Title: Lois Mulhern, BSN, RN, Nursing Supervisor
   Address:
   South Main Street,
   Waterbury, CT 06705
   Phone Number: 203-574-6680
   Email Address: lmulhern@waterburyct.gov

3. Facility Name: Florence County School District #4
   Contact Name: LaTisha Pegues
   Address:
   304 Kemper St,
   Timmonsville, SC 29161
   Phone Number: 843-346-3956 ext. 2114
   Email Address: lpegues@florence4.k12.sc.us

4. Facility Name: Minnesota State Academies
   Contact Name: Brittany Thomforde, Student Support Services Director
   Address:
   615 Olof Hanson Drive
   Fairbault, MN 55021
   Phone Number: 507-384-6677
   Email Address: brittany.thomforde@msa.state.mn.us

5. Facility Name: Valley Stream union Free School District 30
   Contact Name: Jeanine Wiese, R.N.
   Address:
   175 N. Central Ave.
   Valley Stream, NY 11580

Phone Number: 516-457-5576
Email Address: v jwiese@vs30.org

6. Facility Name: City of New Haven School District and Health Department
   Contact Name: Monika Lopez, RN, Nurse Coordinator
   Address:
   165 Church Street
   New Haven, CT 06510
   Phone Number: 203-836-4088
   Email Address: mlopez@newhavenct.gov

7. Facility Name: Shelby County Board of Education
   Contact Name: Dr. Patricia Bafford, Senior Manager, Health Services
   Address:
   160 S. Hollywood St
   Memphis TN 38112
   Phone Number: 901-416-5600
   Email Address: baffordpd@scsk12.org

8. Facility Name: Tennessee Schools for the Deaf, Nashville Campus
   Contact Name: Caroline Lucido, M.S., CCC-SLP, IEP and Eligibility
   Address:
   710 James Robertson PKWY,
   Nashville TN 37243
   Phone Number: 865-361-6121
   Email Address: c.lucido@tsdeaf.org

9. Facility Name: Tennessee Schools for the Deaf, Knoxville Campus
   Contact Name: Rachel Loope, IEP Administrative Assistant
   Address:
   2725 Island Home Blvd.,
   Knoxville, TN 37920
   Phone Number: 865-579-2417
   Email Address: r.loope@tsdeaf.org

10. Facility Name: Lewiston-Porter School District
    Contact Name: Melissa Laun, Director of Special Education and Grants
    Address:
    4061 Creek Road,
    Youngstown, NY 14174
    Phone number: 716-286-7250

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 31, 2024

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval, subject to the Board of Education's anticipated approval at its Special Meeting of August 1, 2024, of a Construction Contract with Sarracco Mechanical Services, Inc. (RFP #8117), in the not to exceed amount of $1,110,000.00, to provide HVAC replacements at State Street School.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 30, 2024

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Construction Contract for HVAC Replacements at State Street School with Sarracco Mechanical Services, Inc.

The Education Department respectfully requests your review and approval of the construction contract for HVAC Replacements at State Street School with Sarracco Mechanical Services in the amount of $1,110,000 ($1,085,000 base + $25,000 owner controlled contingency). This contract was initiated under the Request for Proposal process (RFP #8117). The project base will be funded through ESSER and the contingency through general funds.

The project consists of replacing three Dedicated Outside Air (DOAS) rooftop units at State Street School. Base contract price includes replacement of existing electrical feeders. Upon inspection, if the feeders can be reused, Sarracco will credit the Education Department up to $40,000. The Contractor shall substantially complete all work and services by January 31, 2025 and final completion by February 28, 2025.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

Attachment

c: Mike Konopka, Jerry Gay, Dave Heavener, Jake Schick

Construction Contract
for
HVAC Replacements
at
State Street School
between
City of Waterbury
and
Sarracco Mechanical Services, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **SARRACCO MECHANICAL SERVICES, INC.**, located at 61 Mattatuck Heights Road, Waterbury, Connecticut, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8117** for HVAC Upgrades at State Street School (the "Project");

WHEREAS the City accepted the Contractor's bid for **RFP No. 8117**; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract for the Project.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1. As set forth more particularly in **Attachment A**, the Project consists of performing HVAC upgrades at the State Street School, located at 30 Church Street, Waterbury, CT 06762. **Attachments A** and **B** (referred to in 1.1.5 below) and **C** (referred to in 5.1 below) are hereby made material provisions of this Contract. in **Attachment A** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 City's **RFP No. 8117**, including Addenda 1 and 2 (incorporated by reference);

1.1.2 Contractor's Price Proposal (revised), dated July 24, 2024, for pricing only (i.e. no payment or other contractual terms) consisting of 5 pages page (attached hereto);

1.1.3 Contractor's Response with associated attachments to **RFP No. 8117**, dated July 12, 2024, consisting of 87 pages (incorporated by reference);

1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, including but not limited to the American Rescue Plan Act of 2021 ("**ARPA**"), Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 ("**ESSER**") and/or American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021 ("**ESSER II**") are incorporated by reference, as well as **Attachment B**, titled **"CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021"** to the extent such provisions are applicable;

1.1.5 City of Waterbury, Board of Education, **RFP No. 8117**, Scope of Services (also referred to as Technical Specifications), which are part of the Site Map/Drawings identified in Section 1.1.7;

1.1.6 "Site Map" with List of Drawings prepared by EDM Architecture & Engineering, consisting of 21 pages, dated May 15, 2024, Roof Framing Plan, consisting of 1 page, dated November 3, 2023, and Limited Asbestos Inspection Report prepared by Facility Support Services, dated September 26, 2023 (see **Attachment A**, which contains the link to the Site Map);

1.1.7 State of Connecticut Prevailing Wage Schedule dated May 20, 2024, and related information, consisting of 8 pages (attached hereto, or otherwise incorporated by reference);

1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);

1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);

1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);

1.1.11 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and

1.1.13 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If any provision in the Contract Documents conflict with any other provision therein, the provision in the component

part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Amendment(s) and Change Orders;
1.2.3 This Contract;
1.2.4 Addendums to **RFP No. 8117**;
1.2.5 **RFP No. 8117** including City of Waterbury, Board of Education, **RFP No. 8117, Attachment A** "Scope of Services/Technical Specifications";
1.2.6 Drawings;
1.2.7 Contractor's Price Proposal (revised); and
1.2.8 Contractor's Response.

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless the use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. ARPA/ESSER. The Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it.

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

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

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

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

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

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8117** (collectively, the "Bid Documents");

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

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

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

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

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

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

3.8. Contractor's Employees. The Contractor shall always enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

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

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform

all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

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

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

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

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

3.15. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.16. Criminal Background Check and DCF Registry Check. The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student's while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City, that any person who will have direct contact with a student has submitted to a records check of the

Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The contractor agrees the "direct contact" shall include the contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; at the onset, KBE Building Corporation is so designated.

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

5. Contract Time. The Contractor shall substantially complete all work and services required for the Project no later than **January 31, 2025**, and shall achieve final completion for the Project on or before **February 28, 2025**. ("Contract Time").

5.1. Attached hereto as **Attachment C** is the Project's construction schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion

thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **five hundred and 00/100 dollars ($500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due to the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for the satisfactory provision of all the goods and services set forth in this Contract as follows in this Section. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of the failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE MILLION ONE**

HUNDRED TEN THOUSAND DOLLARS ($1,110,000) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

I. State Street School

i. $1,085,000(base payment)
ii. ($40,000) alternate price credit subject to **Section 6.1.1** – if accepted during the Project; and
iii. $25,000 - **Owner Controlled Contingency As Governed By Section 6.1.1 Below.**

6.1.1 Owner Controlled Contingency and Price Credit Alternate. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1 (iii) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see **Section 27**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service, as well as the price credit alternate, if accepted during the course of the Project.

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

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

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event

this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

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

6.4. Bid Costs. All costs of the Contractor in preparing its bid for **RFP No. 8117** shall be borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. At the City's discretion, it may require written evidence that the Contractor is fulfilling its payment obligations prior to releasing any payments. Before final payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed.

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

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

6.8. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work

performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

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

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, including the Board of Education, as well as KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business

losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards or KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

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

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

11. Contractor's Insurance.

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

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

11.4. The following policies with stated limits shall be maintained, in full force and effect, always during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: **$2,000,000.00** each occurrence and **$2,000,000.00** aggregate.

11.4.5 Builder's Risk Insurance: coverage equaling the monetary value of the construction components of the Project or $1,000,000 (whichever is greater), including the equipment stored at Contractor's place of business prior to installation. "All Risk" Builders Risk insurance (also known as "course of construction") coverage with limits equal to or better than the maximum possible loss of all equipment and materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

11.4.6 Contractors Pollution Liability Insurance: $1,000,000.00 each claim, **$1,000,000.00** aggregate coverage. The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss. There is absolutely no exclusion for hazardous materials, including but not limited to asbestos or lead.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, Department of Education and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education, and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear".** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON**

ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the **HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

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

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

13.3. Contractor Corrective Action.

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

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

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed,

age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take corrective action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

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

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

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

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

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

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

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

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

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

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

14. Good Jobs Ordinance.

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

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

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

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

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower-tiered (level) providers of construction work.

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

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

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

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

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

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

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

ii. The Contractor shall be required to produce Contractor and

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

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

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

14.2 Liquidated Damages Applicable To Section 14.1.

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

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

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

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

14.2.4 No portion of any invoice submitted by a Contractor that is subject to

liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

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

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

15. Place Holder.

16. Termination.

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

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

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

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

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

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

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

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

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable

for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

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

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

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

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

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

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

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

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

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 8117** and **(ii)** the Contractor's Bid response to **RFP No. 8117,** dated July 12, 2024. Said historical documents are attached hereto as part of **Attachment A.**

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

28.2. Presumption. This Contract or any section thereof shall not be construed against any party because the Contract or any section thereof was drafted by such party.

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

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

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

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

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

Contractor:	Sarracco Mechanical Services, Inc. 61 Mattatuck Heights Rd. Waterbury, CT 06705
City:	City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702
With a copy to:	Office of Corporation Counsel City Hall 235 Grand Street Waterbury, CT 06702

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

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

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

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a

subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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

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

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without

limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

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

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

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

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

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

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of all Contractor records and files related to the performance of this Contract and those

records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person – initially KBE Building Corporation.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.10 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.11 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the

City, commissioned to perform construction administration and inspection duties during construction.

35.12 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.13 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.14 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.15 Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

35.16 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.17 Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19. Using Agency: School Inspector's Office, Department of Education.

SIGNATURE PAGE FOLLOWS

JPY 7.29.24

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

SARRACCO MECHANICAL SERVICES, INC

By: _____
Jamie Sarracco., President.

Date: 7/29/24

ATTACHMENT A

SARRACCO
MECHANICAL SERVICES

(800) 606-0015 | 61 Mattatuck Heights Road, Waterbury, CT 06705 | www.sarracco.com

City Of Waterbury

Re: State Street School
HVAC Improvements
Waterbury, CT
RFP #8117

7/12/2024
Revised 7/24/24

Attention: Mr. Kevin McCaffery

We hereby submit specifications and estimates for:

HVAC Estimate per drawings mn-001, mn-002, md-101, md-102, m-101, m-102, m-201, m-203, m-301 dated 5/13/2024, en-001, en-002, en-003, ed-101, ed-102, e-100, e-101, e-102, e-301, e-302 dated 5/15/2024 and s-104 dated 5/13/2024, except for the list of exclusions.

Includes: Addendum # and #2

BID NOTES:

- **Price includes duct cleaning of existing ductwork in Fan room only.**
- **Price does not include insulating or sealing of existing ductwork.**
- **Price does not include replacing any existing smoke/fire damper. None shown on drawings.**
- **Price does not include any new or patching of spray applied fireproofing.**
- **Price does not include any upgrades or replacement parts for the existing AHU#1.**
- **No fire alarm or CO detectors included.**
- **Price includes replacing existing 600-amp feed from panel XM to new panel P5. See alternate deduct if this feeder is not required.**
- **Price includes specified 24" tall roof curbs.**
- **Price includes rigging off hours if required.**

BASE PRICE $1,085,000.00

ALTERNATE DEDUCT If panel P5 feeder can be reused. DEDUCT $40,000.00

EXCLUSIONS: The following exclusions shall apply, unless explicitly described in above description of work: Revised Drawings unless explicitly listed, Overtime unless explicitly stated, Asbestos removal, Protection for hazardous chemicals, X-raying of floors and walls, Structural engineering fees, integrity of roof loading, Floor cutting, Concrete work, Ceiling tile & grid removal & installation, Utility charges, Site utilities, Temporary utilities, Architectural louvers, Gas meters, Fire alarm systems, Sprinklers.

City Of Waterbury

Re: State Street School
HVAC Improvements
Waterbury, CT
RFP #8117

7/12/2024
Revised 7/24/24

Attention: Mr. Kevin McCaffery

We Propose Hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **As listed.**

Payment to be made as follows: **Progressive payments, balance upon completion. Mobilization deposit of 10%.**

All materials are guaranteed to be as specified and/or as approved equal. Also work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All schedules are contingent upon freedom from strikes, accidents, acts of God, or delays, which are beyond our control. Owner shall carry fire, tornado and other necessary insurance.

Submitted by: Don Jillson

Don Jillson - For: Sarracco Mechanical Services, Inc.

NOTE: This proposal may be withdrawn by us if not accepted within **Ten (10) Days.**

Terms: Invoices Are Due Upon Receipt.

In the event the undersigned purchaser fails to make payment, then the undersigned purchaser agrees to pay all costs of collection, including reasonable attorney's fees, incurred in any action brought to collect said payment. The undersigned purchaser further agrees to pay carrying charges at the rate of 1-1/2% per month (18% per annum) on the unpaid balance, from the due date.

Acceptance of Proposal:
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature(s): _____
Authorized Signature

_____
Print Name

_____
Company Name

_____
Date

REVISED 06/28/2024

ATTACHMENT E
PRICING PROPOSAL

State Street School HVAC Replacement

RFP#8117

1. General Conditions	$	$20,000.00
2. Demolition	$	$25,000.00
3. Concrete	$	0
4. Structural Steel / Misc. Metals	$	$61,100.00
5. Spray Applied Fireproofing Patching	$	0
6. Firestopping	$	0
7. Roofing	$	$68,000.00
8. DXC-1 for AHU-1 (Equipment Cost Only)	$	
9. DOAS-1 (Equipment Cost Only)	$	
10. DOAS-2 (Equipment Cost Only)	$	$454,800.00
11. DOAS-3 (Equipment Cost Only)	$	
12. ACCU-3 (Equipment Cost Only)	$	
13. Heating, Ventilation and Cooling Misc. Materials	$	$145,800.00
14. Heating, Ventilation and Cooling Labor	$	$108,000.00
15. Controls		$87,500.00
16. Electrical	$	$115,600.00
17. Fire Alarm	$	0
GRAND TOTAL	**$**	$1,085,000.00
Hourly Rates		
Laborer	$	$130.00 /Hour
Sheet Metal	$	$130.00 /Hour
Pipe Fitter	$	$130.00 /Hour
Controls Tech	$	$185.00 /Hour
Electrician	$	$130.00 /Hour
ADDENDUM #1 Unit Rate for Conductors		
Base proposal shall include new conductors as per note #3 and #5 on E-302. Provide credit value for reusing existing feeders, including conduit, wire, labor, equipment, etc.	$	/linear foot Overall $40,000.00

Estimated Lead Time for Major Equipment: (how many weeks)

_____

_10-12 Weeks _____

_____

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount as determined by the City shall govern in determining the TOTAL PROPOSAL PRICE.

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

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

06-0935943

Social Security Number or Federal Identification Number

Company Name

Signature of Individual or Corporate Name

Corporate Officer (if applicable)

SARRACCO
Mechanical Services, INC.
Affirmative Action | Equal Opportunity Employer

July 24, 2024

RFP # 8117 State Street Interview Follow up Questions Answered

1) Please advise on the availability of the specified R410A Refrigerant and if there are any manufacturer's concerns with equipment availability given the discussion regarding anticipated R41 0A phase out. Will this have any impact on equipment lead time and/or cost?
Answer: No change in actual equipment cost for new equipment using R-32. However, a directly related additional cost of replacing all new equipment feeders and upsizing breakers will have to take place. This would require replacement of the existing conduit as it would no longer be large enough to accommodate the larger wire. Rough estimate would be additional $250,000.00 in electrical work. As for lead times, the RTUs are still 10-12 weeks for the R410a models – final order date is still a moving target but has been pushed out to 9/6. Only 275 units remain, and none are reserved for WTBY. If the current deadline of September 6 is missed there is a 30-week lead time from start date of October

2) The Keyed note #1 and #2 on E-102 says to verify that a receptacle is within 25 ft of the equipment, if one does not exist provide a GFCI receptacle. Please confirm if the proposal submitted includes providing a new receptacle at these locations.
Answer: Included

3) You noted in the interview that your proposal does not include prime contractor supervision when subcontracted work is ongoing, i.e. supplemental steel installation. This is not in compliance with the RFP. Please revise your proposal to always include supervision from Sarracco when work under this contract would be performed. `
Answer: We will add coverage at no additional cost

4) Please confirm you will send in submittals for review for the DOAS units upon receipt of a letter of award if you are the successful candidate.
Answer: Confirmed

- *Since 1975* –
61 Mattatuck Heights Road Waterbury CT 06705 □ (203) 353-1136 □ FAX (203) 328-7937 □ Email: service@sarracco.com

CT LIC. No's ● S1 391019 ● P1 290616 ● E1 181230 ● F1 0891

ATTACHMENT B

CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS, DATED JUNE 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

   Federal regulations applicable to this contract include, without limitation, the following:

   1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200

   1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

   1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

   1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Non-Procurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.

   1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

   1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

   1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.

   1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.

   1.9 Generally applicable federal environmental laws and regulations.
   Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination based on race, color, or national origin under programs or activities receiving federal financial assistance.

   1.10 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing based on race, color, religion, national origin, sex, familial status or disability.

1.11 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination based on disability under any program or activity receiving federal financial assistance.

1.12 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination based on age in programs or activities receiving federal financial assistance.

1.13 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

1.14 The contractor, its subcontractors and assigns, shall comply with following assurances:

1.14.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

1.14.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

1.14.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit http://www.lep.gov.

1.14.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.15 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.16 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company=owned, rented or personally owned vehicles.

1.17 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.18 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.19 The Contractor shall protect all Whistleblowers as follows:

a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

c) The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ATTACHMENT C

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

July 29, 2024

Sarracco Mechanical Services, Inc.
61 Mattatuck Heights
Waterbury, Connecticut 06705

Attn: **Jamie Sarracco, President**

Subject:
Construction Contract for HVAC Replacement at State Street School between City of Waterbury and Sarracco Mechanical Services, Inc. In reference to RFP 8117 - **Notice to Proceed**

Dear Mr. Sarracco,

On behalf of the City of Waterbury, please consider this your Notice to Proceed for the above-referenced Project. This Notice to Proceed date shall be _____.

Final Completion of the Project shall be by **February 28, 2025**, and includes the following Milestones:

A. Project Milestone #1: Substantial Completion. The Contractor shall Substantially Complete all work and services required under this Contract by Project Milestone #1, the Project Milestone #1 date is **January 31, 2025**; and

B. Project Milestone # 2: Final Completion: The contractor shall reach Final Completion Project Milestone #2, the Project Milestone #2 date is **February 28, 2025**.

Sincerely,

_____
Nicholas Albini, Chief Operating Officer, Department of Education, City of Waterbury

ACCEPTANCE OF NOTICE TO PROCEED
Receipt of the above NOTICE TO PROCEED

By: _____ Jamie Sarracco _____ Dated: 7/28/24
(Signature) / Printed Name - Title
President

CC: Michael LeBlanc, Finance Director, City of Waterbury
Dave Heavener, KBE - City of Waterbury ARPA/ESSER Projects Program Manager

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 31, 2024

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval, subject to the Board of Education's anticipated approval at its Special Meeting of August 1, 2024, of a Construction Contract with All State Construction, Inc. in the not to exceed amount of $198,000.00, for Emergency Electrical Service Repairs at Frank G. Regan Elementary School.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 29, 2024

TO: Honorable Board of Education Commissioners
Honorable Board of Alderman Members

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Construction Contract for Emergency Electrical Repairs at Regan Elementary School with All State Construction, Incorporated

The Education Department respectfully requests your review and approval of a construction contract pertaining to emergency electrical repairs at Regan Elementary School in an amount not to exceed $198,000 ($180,000 base + $18,000 owner controlled contingency) with All State Construction. Project work includes excavating the site to expose the old conduit, removal of existing fencing, concrete demolition, extensive electrical repairs, and coordination with Eversource and the School Inspectors Office to install new concrete, sidewalk and fencing. The Water Department's heavy equipment will be used to excavate the site and to facilitate repairs.

Bidding was waived by the Purchasing Department due the extraordinary conditions and the immediate need for repairs. All State is currently on-site installing the new Cooling Center equipment and shall substantially complete all work and services for this project no later than August 7, 2024 in order for the school to have beneficial use of the electrical service. Funding will be from the Education Department's Capital budget.

The Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter. Thank you for your consideration.

Attachment
c: Mike Konopka, School Inspector

JPY 7.29.24

Construction Contract
for
Emergency Electrical Service Repairs
at
Frank G. Regan Elementary School
between
City of Waterbury
and
All State Construction, Inc.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **ALL STATE CONSTRUCTION, INC.**, located at 449 Cooke Street, Farmington, Connecticut, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the Contractor submitted a quote ("Contractor's Price Proposal") for emergency repairs to the electrical service at the Frank G. Regan Elementary School (the "Project");

WHEREAS the City accepted the Contractor's quote for the emergency repairs; and

WHEREAS the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract for the Project.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with (i) all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

1.1. As more particularly set forth in **Attachment A**, Contractor quote dated July 25, 2024, and titled "**SP24-148 CITY OF WATERBURY REGAN ELEMENTARY SCHOOL ELECTRICAL SERVICE REPAIRS**," the Project consists of work required to perform the emergency electrical repairs to the service at Frank G. Regan Elementary School.

The Contractor also acknowledges the following Contract requirements and/or obligations:

1.1.1 State of Connecticut Prevailing Wages as applicable to the Project;

1.1.2 Contractor's Certificate of Insurance (incorporated by reference);
1.1.3 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
1.1.5 All applicable permits and licenses (incorporated by reference).

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

1.2.1 All applicable Federal, State, and local laws, regulations, charter and ordinances;
1.2.2 Amendment(s) and Change Orders;
1.2.3 This Contract; and
1.2.4 Contractor's Price Proposal.

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless the use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. ARPA/ESSER. If applicable, the Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it.

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

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

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

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

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

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

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

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

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

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

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

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

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

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

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of

8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

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

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

3.8. Contractor's Employees. The Contractor shall always enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice

by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed; the Contractor shall thereafter wait for written instructions from the City before proceeding under such conditions.

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

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

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

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

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

3.15. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Contractor shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Contractor shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.16. Criminal Background Check and DCF Registry Check. The Contractor shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and

represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student's while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City, that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The contractor agrees the "direct contact" shall include the contractor and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; at the onset, the School Inspector's Office is so designated.

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

5. Contract Time. In order for the City to have beneficial use of the electrical service, the Contractor shall Substantially Complete all work and services required under this Contract no later than August 7, 2024.

5.1. Place Holder.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. Subject to 5.2.1.3, it is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 Subject to 5.2.1.3, the Contractor shall pay to the City the sum of the greater of **five hundred and 00/100 dollars ($500)** per consecutive calendar day for each calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due to the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.2.1.3 Notwithstanding the above, if the electrical equipment is not delivered to the Project because of an exceedingly lengthy manufacturer lead time delay(s), which then prohibits the Project's completion within the Contract Time, upon Contractor's production of reasonable documentation and confirmation of timely procurement and a manufacturer delivery delay(s), the City agrees to not assess liquidated or other delay damages against the Contractor. Contractor is required to diligently prosecute all Work not impacted by the electrical

equipment manufacturer delivery delay(s) to minimize any Project completion delay.

5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for the satisfactory provision of all the goods and services set forth in this Contract as follows in this Section. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of the failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE HUNDRED NINETY-EIGHT THOUSAND DOLLARS ($198,000)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Price Proposal set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds, if required:

A. Base Payment - $180,000; and
B. Owner Controlled Contingency As Governed By Section 6.1.1 Below – $18,000.

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in **Section 6.1(B)** of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see **Section 27**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor

otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with the provisions of this Contract.

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

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

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

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

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material

for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fees.

6.7. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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

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

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

6.10.1 Submit Applications for Payment in accordance with the following:

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

6.10.2 Progress and Final Payments

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

Contract Documents, subject to reasonable monetary holdback for punch list items.

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

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees and assign same to the City and the City shall avail itself of same to the fullest extent provided by the terms thereof. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

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

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

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

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, including the Board of Education and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, officials and employees from and against all claims, suits, damages, losses,

judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

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

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

11. Contractor's Insurance.

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

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

11.4. The following policies with stated limits shall be maintained, in full force and effect, always during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance: **$1,000,000.00** per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** Products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance: **$1,000,000.00** combined single limit (CSL); providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

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

11.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: **$5,000,000.00** each occurrence and **$5,000,000.00** aggregate.

11.4.5 Builder's Risk Insurance: coverage equaling the monetary value of the construction components of the Project, including the equipment stored at Contractor's place of business prior to installation. "All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all equipment and materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

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

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

11.7. Certificates of Insurance: The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, Department of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear".** The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); **DAVIS BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and

107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the **HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

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

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

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

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

12.4.1 Definitions – For purposes of this paragraph:

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

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

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific

requirements of the State of Connecticut Set Aside Program, Conn. Gen. Stat. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.

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

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

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors; and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

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

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

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

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

13.3. Contractor Corrective Action.

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

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

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

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

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

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

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

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

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

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

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

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

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

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

14. Good Jobs Ordinance.

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

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

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower-tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring

Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1.

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith

Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five-day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due to the City, as liquidated damages, because of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Place Holder.

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City if sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of

time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third-party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, one or all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control the activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using

Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract at any time during the period of this Contract or at any time during the twelve-month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the

ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional costs or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the

Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Place Holder.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

JPY 7.29.24

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:	All State Construction, Inc. P.O. Box 805 Farmington, CT 06034
City:	City of Waterbury City Hall 235 Grand Street Waterbury, CT 06702
With a copy to:	Office of Corporation Counsel City Hall 235 Grand Street Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10. The Contractor hereby acknowledges receipt of a copy of Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on **"TITLE III: ADMINISTRATION",** then click **on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM"**. For Chapter 39, click on **"TITLE III: ADMINISTRATION"**, then click on **"CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"**].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City

upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person – initially The School Inspector's Office.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.10 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.11 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.12 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.13 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.14 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.15 Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.

35.16 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.17 Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19. Using Agency: School Inspector's Office, Department of Education.

JPY 7.29.24

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

_____

_____

ALL STATE CONSTRUCTION, INC.

By:_____
Peter Pare, President

Date: _____

ATTACHMENT A

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Nicholas J. Albini, Chief Operating Officer

From: Kevin McCaffery, Director of Purchasing

Subject: Waiver Request for Emergency Electrical Repairs at Regan Elementary School

Date: July 24, 2024

I have reviewed the attached memo from Nicholas Albini, Chief Operating Officer, regarding the immediate need to have extensive repair work done to the electrical equipment at Regan Elementary School. This damage occurred as a result of smoke and a smoldering condition in the electrical room. This work needs to be done quickly before the school session begins as there will be no power to the school.

Therefore, pursuant to § 38.028 WAIVER OF BID OR PROPOSAL REQUIREMENT: EXTRAORDINARY CONDITIONS, I conclude that as a result of this extraordinary condition and in the best interest of the City, I hereby waive the competitive bid or proposal requirements.

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: July 23, 2024

TO: Kevin McCaffrey, Director of Purchasing

FROM: Nicholas J. Albini, Chief Operating Officer

SUBJECT: Request for Bid Waiver
Emergency Electrical Repairs at Regan Elementary School

On Monday, July 1, 2024 at 3 p.m., School Inspector, Mike Konopka, received a phone call from the head maintainer at Regan Elementary School about a smoke condition around the school's electrical room which triggered the school's fire alarm. The Fire Department responded and the Education's electricians were on-site. Waterbury fire crews extinguished the smoldering insulation and notified Eversource to de-energize Regan's power source. The electricians opened up the main disconnect panels and discovered dead mice inside the breaker box and missing pieces of insulation covering the wires which in conjunction with water entering the underground conduit had caused a short to the ground. The City Electrical Inspector was called to assess the damage and ascertained that the system is in need of extensive repairs.

School Inspector, Mike Konopka, reached out to the City of Waterbury Bureau of Water to collaborate with the Education Department to excavate the site and expose the old conduit using the Water Department's heavy equipment. He also reached out to All State Construction, Inc. for a quote to repair the electrical service at Regan since they are currently on-site installing the new Cooling Center equipment. All State's quote is attached and includes removal of existing fencing, concrete demolition in conjunction with the City's excavator to facilitate repairs, extensive electrical repairs, coordination between the contractor, Eversource and the School Inspectors Office, new concrete, sidewalk and fencing totaling $180,000 lump sum.

In the meantime, Finance Director, Mike LeBlanc, was advised and opened a property damage claim with Traveler's Insurance, the City's insurance carrier. At this time, he also made your office aware of the potential need for a procurement waiver and that the Education Department's Chief Financial Officer's Office would need to track all costs for property insurance reimbursement.

Travelers is utilizing an electrical engineer to review the damages presented and coverage for this claim has not yet been fully determined. This process is also being delayed by Traveler's request for a more detailed estimate from the proposed contractor which they are compiling, and the assigned adjuster is away from the office and the covering adjuster isn't authorized to make

any decisions on the claim. We have requested Travelers to expedite this claim since it is now becoming an emergency situation with the school session approaching quickly. There is a lot of work to be completed within the building prior to the arrival of students, which has been unable to be completed due to lack of power. We have already lost 23 days of active work in the school. Since we did not receive an answer on Monday from Traveler's and we are concerned about losing additional productive time. This is an involved project and we may face additional lost time due to unforeseen circumstances.

Due to this extraordinary circumstance, we are respectfully requesting a bid waiver in order to have the school on-line for the start of the school year. We would like to proceed with the excavation portion on Monday, July 29, 2024. The main concern is if we have any issues during the process, school will have no power come the new school year. Please note that the entire school still needs to be cleaned before the opening on August 26, 2024; school staff returns on August 12 and teachers return on August 19, 2024.

The School Inspector's Staff will pictorially document all project work and will procure all costs associated with the proposed work from All State for Traveler's Review. The Risk Manager has been asked to help facilitate acquiring the contractor and subcontractor's insurance certificates and limits.

We sincerely appreciate your review and assistance. Feel free to call with any questions.

ALL STATE
CONSTRUCTION, INC.

*Phone (860) 678-0678 * 449 Cooke Street, P.O. Box 805 * Farmington, Connecticut 06034 * Fax (860) 676-8910*

July 18, 2024

RE: SP24-148 CITY OF WATERBURY REGAN ELEMENTARY SCHOOL ELECTRICAL SERVICE REPAIRS

Thank you for the opportunity to provide pricing for the emergency repairs of the electrical service at Regan Elementary School in Waterbury CT

- ASC to remove existing fencing prior to beginning of the civil work
- ASC to provide concrete demolition services to facilitate the repair of the electrical service at Regan
  - Sawcut and jackhammer out existing sidewalk with final removal by the City's excavator
  - Sawcut and remove portion of footing where existing conduit enters the elementary school
  - Sawcut and jackhammer portion of concrete floor under substation to facilitate pulling of new service
- ASC's electrical subcontractor to provide
  - Coordinate with Eversource and City Inspectors
  - Assist to remove existing conduits
  - New Conduits from Transformer location to the building
  - Provide and install new 1200A copper conductors
  - Install new OZ Ground Bushings
  - Replace Lugs in Main distribution if necessary
  - Coordinate re-energizing school
- ASC to provide new 5000PSI concrete to replace demolished floor and footing
- ASC to form and pour new section of sidewalk
- ASC to reinstall existing fencing after completion of work

Exclusions: Permits, fees, taxes, prevailing wages, civil work, overtime and weekend hours, independent testing and inspections, make safe of trenches

Total lump sum price for the above scope of work ***$180,000.00***

Sincerely,

Joe Strollo | Service Project Manager

ALL STATE
CONSTRUCTION, INC.
All State is an Equal Opportunity Employer

www.AllStateConstructionInc.com

Phone: 860-678-0678 ext. 3059
Cell: 860-515-4605
Fax: 860-676-8910

jstrollo@allstateconstructioninc.com

ALLSTAT-CL PATRA11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Smith Brothers Insurance, LLC.
68 National Drive
Glastonbury, CT 06033

CONTACT NAME: Amanda Gagnon
PHONE (A/C, No, Ext): (860) 430-3371 FAX (A/C, No):
E-MAIL ADDRESS: agagnon@smithbrothersusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Markel American Insurance Company	28932
INSURER C : Hartford Ins Group - DBC	00914
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All State Construction, Inc.
449 Cooke Street, PO Box 805
Farmington, CT 06034

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		02UENOE0147	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS	X		02UENOE0148	4/1/2024	4/1/2025	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR							
	X EXCESS LIAB CLAIMS-MADE	X		MKLM1EUL102323	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 5,000,000
	DED X RETENTION $ 0						AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N	N/A		02WEOE0146	4/1/2024	4/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: ASC JOB #24-104-Regan school, Electrical Repairs, 2780 N Main St, Waterbury, CT 06704.
The City of Waterbury and its Board of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are included as Additional Insureds as respects to General Liability, Automobile Liability and Umbrella Liability per policy forms.

CERTIFICATE HOLDER

City of Waterbury
City Hall
235 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph B Lentz

ACORD 25 (2016/03)

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CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

WATERBURY GILMARTIN & DUGGAN SCHOOLS HVAC
(Service or Commodity Covered by Contract)

1 Year
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2024)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202_4_)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in Person or Entity Conducting Business with the City)

No Officials, Employees or Board and Commission Members with Financial Interest [X]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:
Self [ ] Spouse [ ] Joint [ ] Child [ ]

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

ALL STATE CONSTRUCTION INC
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

1/26/2024
Date

PETE PARE, PRESIDENT
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: ALL STATE CONSTRUCTION INC
449 COOKE ST., FARMINGTON, CT

Print Name and Title of Authorized Representative: PETE PARE, PRESIDENT

Signature of Authorized Representative:

Date: 1/26/2024

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of CT

SS.: FARMINGTON

County of HARTFORD

PETE PARE, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** PRESIDENT of ALL STATE CONSTRUCTION INC (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
NONE				
1				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 NONE				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 NONE		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	MARC PARE	CEO	9/23/1981	2/3
2	PETE PARE	PRESIDENT	4/28/1962	1/3
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	NONE				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	ALL STATE CONSTRUCTION	CT	FARMINGTON
2			
3			
4			

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

PETE PARE, PRESIDENT
Name of Corporate Signatory

449 COOKE ST, FARMINGTON CT
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: PRESIDENT
Title

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

State of CT)

) SS FARMINGTON

County of HARTFORD)

PETE PARE being duly sworn,

deposes and says that he/she is PRESIDENT of ALL STATE CONSTRUCTION and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 26 day of JANUARY 2024.

(Notary Public)

My Commission Expires: _____

SHERRY BETH LOCKHART
NOTARY PUBLIC
State of Connecticut
My Comm. Expires March 31, 2025

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date 7/26/2024**

To: **Jerry Gay- Contract Manager**
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***are not delinquent***.

All State Construction, Inc.
Marc & Pete Pare
449 Cooke St.
Farmington, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J. Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

City of Waterbury Risk Management

Insurance Bid Recommendation/update

Submitting Department: BOE

Contact name: Nick Albini nalbini@waterbury.k12.ct.us

Description of project/vendor: Regan School Electrical Repairs

All State Construction, Inc

COI Term Approved: 04/01/2024 – 04/01/2025

This COI is approved.

_____ Date 7/26/24

ALLSTAT-CL PATRA8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033	CONTACT NAME: Amanda Gagnon PHONE (A/C, No, Ext): (860) 430-3371 FAX (A/C, No): E-MAIL ADDRESS: agagnon@smithbrothersusa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Fire Insurance Company	19682
INSURED All State Construction, Inc. 449 Cooke Street, PO Box 805 Farmington, CT 06034	INSURER B : Markel American Insurance Company	28932
	INSURER C : Hartford Ins Group - DBC	00914
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	02UENOE0147	4/1/2024	4/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	02UENOE0148	4/1/2024	4/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X	MKLM1EUL102323	4/1/2024	4/1/2025	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A	X	02WEOE0146	4/1/2024	4/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: ASC JOB #24-104-Regan school, Electrical Repairs, 2780 N Main St, Waterbury, CT 06704.

The City of Waterbury and its Board of Education and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are included as Additional Insureds as respects to General Liability, Automobile Liability and Umbrella Liability per policy forms.

CERTIFICATE HOLDER

City of Waterbury
City Hall
235 Grand Street
Waterbury, CT 06702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph B. Smith

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ALL STATE

CONSTRUCTION, INC.

*Phone (860) 678-0678 * 449 Cooke Street, P.O. Box 805 * Farmington, Connecticut 06034 * Fax (860) 676-8910*

July 25, 2024

RE: SP24-148 CITY OF WATERBURY REGAN ELEMENTARY SCHOOL ELECTRICAL SERVICE REPAIRS

Thank you for the opportunity to provide pricing for the emergency repairs of the electrical service at Regan Elementary School in Waterbury CT

- ASC to remove existing fencing prior to beginning of the civil work
- ASC to provide concrete demolition services to facilitate the repair of the electrical service at Regan
    - Sawcut and jackhammer out existing sidewalk with final removal by the City's excavator
    - Sawcut and remove portion of footing where existing conduit enters the elementary school
    - Sawcut and jackhammer portion of concrete floor under substation to facilitate pulling of new service
- ASC's electrical subcontractor to provide
    - Coordinate with Eversource and City Inspectors
    - Assist to remove existing conduits
    - New Conduits from Transformer location to the building
    - Provide and install new 1200A copper conductors
    - Install new OZ Ground Bushings
    - Replace Lugs in Main distribution if necessary
    - Coordinate re-energizing school
- ASC to provide new 5000PSI concrete to replace demolished floor and footing
- ASC to form and pour new section of sidewalk
- ASC to reinstall existing fencing after completion of work

Exclusions: Permits, fees, taxes, prevailing wages, civil work, overtime and weekend hours, independent testing and inspections, make safe of trenches

Total lump sum price for the above scope of work ***$180,000.00***

Electrical scope: $120,000
Material: $63,400
Labor: $56,600 @ $142.92/HR

Concrete scope: $44,000
Material & Equipment: $16,000
Labor: $28,000 @ 115/HR

Overhead: $16,000

Sincerely,

Joe Strollo | Service Project Manager

ALL STATE

CONSTRUCTION, INC.

*Phone (860) 678-0678 * 449 Cooke Street, P.O. Box 805 * Farmington, Connecticut 06034 * Fax (860) 676-8910*

All State is an Equal Opportunity Employer

www.AllStateConstructionInc.com

Phone: 860-678-0678 ext. 3059
Cell: 860-515-4605
Fax: 860-676-8910

jstrollo@allstateconstructioninc.com

Crystal Burr

From: Rona Nickerl
Sent: Friday, July 26, 2024 1:37 PM
To: Crystal Burr; Insurance Requests
Subject: FW: Corrected COI Waterbury
Attachments: SP24-148 CITY OF WATERBURY REGAN ELEMENTARY SCHOOL ELECTRICAL SERVICE REPAIRS R1.pdf

From: NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>
Sent: Friday, July 26, 2024 12:36 PM
To: Rona Nickerl <rnickerl@waterburyct.org>
Subject: RE: Corrected COI Waterbury

…as requested

Nicholas J. Albini
Chief Operating Officer

Waterbury Public Schools
Office of the Superintendent
236 Grand Street | Waterbury, CT 06702
Office: (203) 346-2340 | **Internal:** 11110
nalbini@waterbury.k12.ct.us

From: Rona Nickerl [mailto:rnickerl@waterburyct.org]
Sent: Thursday, July 25, 2024 8:07 AM
To: Jared Lockhart <jlockhart@allstateconstructioninc.com>; Joseph Strollo <jstrollo@allstateconstructioninc.com>; Geoffrey Dean <gdean@allstateconstructioninc.com>; Tyler Frohloff <tfrohloff@allstateconstructioninc.com>; Michael Grassi <mgrassi@allstateconstructioninc.com>
Cc: NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>
Subject: RE: Corrected COI Waterbury

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Good morning,
Thank you so much! I will sign of as soon as possible.
Thank you,
Rona

Rona Nickerl
Risk Manager
City of Waterbury
235 Grand Street
Waterbury, CT 06702
rnickerl@waterburyct.org
T: 203-574-6840 Ext. 7017
Direct: 203-346-2643
F: 203-753-6831

From: Jared Lockhart <jlockhart@allstateconstructioninc.com>
Sent: Thursday, July 25, 2024 8:06 AM
To: Rona Nickerl <rnickerl@waterburyct.org>; Joseph Strollo <jstrollo@allstateconstructioninc.com>; Geoffrey Dean <gdean@allstateconstructioninc.com>; Tyler Frohloff <tfrohloff@allstateconstructioninc.com>; Michael Grassi <mgrassi@allstateconstructioninc.com>
Cc: NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>
Subject: RE: Corrected COI Waterbury

The revision request was sent to our insurance provider yesterday. As soon as we have it we will send over

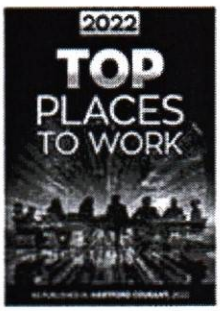
Thank you

Jared Lockhart
Manager, Service Division

ALL STATE
CONSTRUCTION, INC.
All State is an Equal Opportunity Employer

www.AllStateConstructionInc.com

449 Cooke Street
Farmington, CT 06032
Cell: 860-914-8918
jlockhart@allstateconstructioninc.com



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From: Rona Nickerl <rnickerl@waterburyct.org>
Sent: Thursday, July 25, 2024 7:13 AM
To: Jared Lockhart <jlockhart@allstateconstructioninc.com>; Joseph Strollo <jstrollo@allstateconstructioninc.com>; Geoffrey Dean <gdean@allstateconstructioninc.com>; Tyler Frohloff <tfrohloff@allstateconstructioninc.com>; Michael Grassi <mgrassi@allstateconstructioninc.com>
Cc: NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>
Subject: Corrected COI Waterbury

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,
I am following up on the corrected COI we need for the Reagan School project. I have attached the mark-up.
I understand work is supposed to begin next week and I would like to be able to sign off on it asap.
Please let me know the status and if I can help at all.
Thank you again,
Rona

Rona Nickerl
Risk Manager
City of Waterbury
235 Grand Street
Waterbury, CT 06702
rnickerl@waterburyct.org
T: 203-574-6840 Ext. 7017
Direct: 203-346-2643
F: 203-753-6831

Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street | Waterbury, CT 06702 203-574-8009

Juanita P. Hernandez
President

July 31, 2024

Honorable Board of Aldermen
c/o City Clerk
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Ladies and Gentlemen:

We request your review and approval, subject to the Board of Education's anticipated approval at its Special Meeting of August 1, 2024, of a Professional Services Agreement with The Stepping Stones Group, LLC (RFP #8047), for a three-year period and in the not to exceed amount of $599,382.00, to provide special education nursing services for Waterbury Public School students.

Respectfully,

Carrie A. Swain, Clerk
Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
wendy.johns@waterbury.k12.ct.us

EXECUTIVE SUMMARY

DATE: July 16, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **RFP # 8047 Stepping Stones RN**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **Stepping Stones.** The purpose of the agreement is to provide Registered Nurses who will provide individualized school based nursing services to students with disabilities ages 3-22 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical / nursing instructions or plans provided by the students' health care providers, and other related work in accordance with the *Connecticut General Statutes* as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on September 1, 2024 and will terminate on August 30, 2027. The agreement is at a cost of **$599,382.00** for a three-year term. The purpose of this agreement is to provide individualized school based Registered nursing (RN) services to students with disabilities and will be paid through General Funds.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8047
for
Special Education Nursing Services
Between
The City of Waterbury, Connecticut
and
The Stepping Stones Group, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and THE STEPPING STONES GROUP, LLC (the "Consultant" or "Stepping Stones"), located at 123 N. Wacker Drive, Suite 1150, Chicago, Illinois 60606, a State of Connecticut duly registered foreign limited liability company. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, Stepping Stones submitted a proposal to the City responding to **RFP No. 8047** for Special Education Nursing Services; and

WHEREAS, the City selected Stepping Stones to perform services regarding **RFP No. 8047**; and

WHEREAS, the City desires to obtain Stepping Stones' services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. Stepping Stones shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Stepping Stones shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. Stepping Stones shall provide up to two (2) registered, licensed, and certified nurses ("RN's"), to provide individualized nursing services to students ages 3-21 with disabilities in accordance with the student's individual education plan ("I.E.P") and individual health care plan ("IHCP"), or other medical/nursing instruction or plan as provided by the student's physician and/or health care provider and as agreed by the student's parent or legal guardian, RN's shall provide City staff with timely and complete reports as well as Medicaid

documentation in a form and manner acceptable to the City, as further detailed and described in Sections 1.2. through 1.7. below and **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by Stepping Stones as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. Addendum 1 to RFP No. 8047, dated March 19, 2024, consisting of 11 page), attached hereto;
1.1.2. RFP No. 8047, consisting of 13 pages, excluding Attachments A-C, attached hereto;
1.1.3. Stepping Stones' Cost Proposal, consisting of 1 page, attached hereto;
1.1.4. Stepping Stones' Response to RFP No. 8047, consisting of 33 pages, excluding resumes and City Contract Compliance Documents, attached hereto;
1.1.5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
1.1.6. City Contract Compliance Documents, incorporated herein by reference;
1.1.7. Certificates of Insurance, incorporated herein by reference;
1.1.8. Licenses, incorporated herein by reference;
1.1.9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

1.2. Stepping Stones shall assign the same nurse to a particular student whenever possible to maintain a continuity of care. The Assigned Nurse shall be available and shall attend all Planning and Placement Team meetings if required by the City.

1.3. Stepping Stones shall require the Assigned Nurse to provide the City with monthly reports of their attendance with the student, along with documentation of services rendered. Stepping Stones shall obtain, if required, authorization of the parent to provide documentation of services provided to the City. Nursing reports shall be reviewed in conjunction with the City of Waterbury voucher and to verify Stepping Stones' billing.

1.4. The Superintendent or their agent shall have the right to visit and observe the nursing services at any time.

1.5. Stepping Stones and nursing staff shall immediately call 911, notify the student's parents and/or guardian, and the City's Director of Special Education in the event of an emergency or injury, concerning or involving the student(s) assigned to the nurse.

1.6. Stepping Stones shall provide complete and timely reports as requested by the City staff, and provide to the Director of Education, Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Services.

1.7. Stepping Stones shall obtain and provide the City with a copy of the RN license for each nurse assigned to provide services under this contract.

1.8. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on Stepping Stones. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.8.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
1.8.2 Any and all Amendment(s) and Change Orders
1.8.3 This Contract
1.8.4 Stepping Stones' Price Proposal
1.8.5 Any Addendums to RFP No. 8047
1.8.6 RFP No. 8047
1.8.7 Stepping Stones' Response to RFP No. 8047

2. Stepping Stones Representations Regarding Qualification and Accreditation. Stepping Stones represents that, to the extent required by law, its employees and any independently contracted Registered Nurses ("Assigned Nurses"), and any independent contractors are licensed to perform the scope of work set forth in this Contract. Stepping Stones further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. Representations Regarding Personnel. Stepping Stones represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by Stepping Stones under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations Regarding Qualifications. Stepping Stones hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that Stepping Stones and/or its employees be licensed, certified, registered, or otherwise qualified, Stepping Stones and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, Stepping Stones shall provide to the City a copy of Stepping Stones' licenses, certifications, registrations, etc.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, Stepping Stones shall first be required to coordinate all on-site visits and

activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Stepping Stones shall enter and exit all school facilities and Department of Educational facilities as designated and authorized by the appropriate Department/personnel in Education, or the designated person.

2.4. Criminal Background Check and DCF Registry Check. Stepping Stones shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. Stepping Stones shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. Stepping Stones shall not permit any person with a disqualifying criminal history to have direct contact with a student. Stepping Stones agrees the "direct contact" shall include Stepping Stones and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Contractor shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of Stepping Stones. All data, information, etc. given by the City to Stepping Stones and/or created by Stepping Stones shall be treated by Stepping Stones as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. Stepping Stones agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Stepping Stones disclosure is required to comply with statute, regulation, or court order, Stepping Stones shall provide prior advance written notice to the City of the need for such disclosure. Stepping Stones agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent Stepping Stones is required to be on City property to render its services hereunder, Stepping Stones shall have access to such areas of City property as the City and Stepping Stones agree are necessary for the performance of Stepping Stones' services under this Contract (the "Site" or the "Premises") and at

such times as the City and Stepping Stones may mutually agree. Stepping Stones shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Stepping Stones shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Stepping Stones, City may, but shall not be required to, correct same at Stepping Stones' expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.2. Working Hours. To the extent Stepping Stones is required to be on City property to render its services hereunder, Stepping Stones shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to Stepping Stones, unless written permission is obtained from the City to work during other times. This condition shall not excuse Stepping Stones from timely performance under the Contract. The work schedule must be agreed upon by the City and Stepping Stones.

3.3. Cleaning Up. To the extent Stepping Stones is required to be on City property to render its services hereunder, Stepping Stones shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Stepping Stones, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to Stepping Stones.

3.4. Publicity. Stepping Stones agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by Stepping Stones shall be that standard of care and skill ordinarily used by other members of Stepping Stones' profession practicing under the same or similar conditions at the same time and in the same locality. Stepping Stones' services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Stepping Stones' Employees. Stepping Stones shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned. Stepping Stones shall be responsible for direct clinical supervision of any RNs provided to the City.

3.7. Due Diligence Obligation. Stepping Stones acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. Stepping Stones hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of Stepping Stones to complete Due Diligence prior to submission of its proposal shall be borne by Stepping Stones. Furthermore Stepping Stones had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by Stepping Stones, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with Stepping Stones.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that Stepping Stones has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

3.8. Reporting Requirement. Stepping Stones shall deliver periodic, written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services

completed by Stepping Stones and/or delivered by Stepping Stones during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** Stepping Stones' declaration as to whether the entirety of Stepping Stones' work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Stepping Stones direct its RN's to provide City staff with timely and complete reports, including nursing notes, as well as Medicaid documentation in a form and manner acceptable to the City. Each report shall be signed by an authorized official of Stepping Stones.

NOTE: Stepping Stones' failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

3.9. Confidentiality/FERPA. Stepping Stones shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Stepping Stones shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.9.1 Any and all materials contained in City of Waterbury student files that are entrusted to Stepping Stones or gathered by Stepping Stones in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Stepping Stones shall be used solely for the purposes of providing services under this Agreement.

3.9.2 Stepping Stones acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). Stepping Stones and City shall comply with the requirements of said statute and regulations, as amended from time to time and Stepping Stones agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Stepping Stones has no authority to make disclosures of any information from education records. Stepping Stones shall instruct its employees of their obligations to comply with FERPA.

4. Responsibilities of the City. Upon the City's receipt of Stepping Stones' written request, the City will provide Stepping Stones with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by Stepping Stones hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by Stepping Stones for the purpose of carrying out the services under this Contract.

5. Contract Time. The Agreement shall commence July 1, 2024 and shall terminate June 30, 2027.

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. Stepping Stones further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between Stepping Stones and City, that the Contract Time is reasonable for the completion of the Work. Stepping Stones shall be subject to City imposed fines and/or penalties in the event Stepping Stones breaches the foregoing dates.

6. Compensation. The City shall compensate Stepping Stones for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

6.1. Fee Schedule. The fee payable to Stepping Stones shall not exceed **FIVE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS ($599,382.00)** for the entire three year term of this Contract and shall be in accordance with the hourly rate set forth below and Stepping Stones' Cost Proposal.

6.2. RN's hourly time shall not exceed seven (7) hours per day, five (5) days per week for a maximum of one hundred eighty-one (181) days during the regular school year, and twenty (20) days during the summer. RN's shall not be compensated for days Waterbury Public Schools are closed.

6.2.1 July 1, 2024 through June 30, 2025:

6.2.1.1. Registered Nurse (RN)……..$69.00 per hour

Not to Exceed: $194,166.00

6.2.2 July 1, 2025 through June 30, 2026:

6.2.2.1. Registered Nurse (RN)……..$71.00 per hour

Not to Exceed: $199,794.00

6.2.3 July 1, 2026 through June 30, 2027:

6.2.3.1. Registered Nurse (RN)……..$73.00 per hour

Not to Exceed: $205,422.00

6.3. Limitation of Payment. Compensation payable to Stepping Stones is limited to those fees set forth in Sections 6.1. and 6.2., above. Such compensation shall be paid by the City upon review and approval of Stepping Stones' invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Stepping Stones' invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.3.1 Stepping Stones and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to Stepping Stones in an amount equaling the sum or sums of money Stepping Stones and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding Stepping Stones' and/or its affiliate's real and personal tax obligations to the City.

6.4. Review of Work. Stepping Stones shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. Stepping Stones shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to Stepping Stones' demand for payment. The City shall not certify fees for payment to Stepping Stones until the City has determines that Stepping Stones has completed the work in accordance with the requirements of this Contract.

6.5. Proposal Costs. All costs of Stepping Stones in preparing its proposal for **RFP No. 8047** shall be solely borne by Stepping Stones and are not included in the compensation to be paid by the City to Stepping Stones under this Contract or any other Contract.

6.6. Payment for Services, Materials, Employees. Stepping Stones shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. Stepping Stones shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, Stepping Stones shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.7. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until Stepping Stones, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as Stepping Stones has knowledge or information, the releases and receipts include all the labor and material

for which a lien could be filed; but Stepping Stones may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, Stepping Stones shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to Stepping Stones for that item. Stepping Stones and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

8. Indemnification.

8.1. Stepping Stones shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of Stepping Stones, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of Stepping Stones duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of Stepping Stones, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Stepping Stones or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. Stepping Stones understands and agrees that any insurance required by this Contract, or otherwise provided by Stepping Stones, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

8.4. Stepping Stones expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Stepping

Stones, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

8.5. Royalties and Patents. Stepping Stones shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Stepping Stones' own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Stepping Stones shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by Stepping Stones and as to any award made thereunder.

8.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, Stepping Stones shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Stepping Stones, or its subcontractor, omission or commission.

9. Stepping Stones' Insurance.

9.1. Stepping Stones shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by Stepping Stones and such insurance has been approved by the City. Stepping Stones shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

9.2. At no additional cost to the City, Stepping Stones shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from Stepping Stones' obligation under this Contract, whether such obligations are Stepping Stones' or subcontractor or person or entity directly or indirectly employed by said Stepping Stones or subcontractor, or by any person or entity for whose acts said Stepping Stones or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by Stepping Stones:

9.4.1 General Liability Insurance:
$1,000,000.00 per occurrence
$2,000,000.00 aggregate
$2,000,000.00 Products and completed operations aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 combined single limit (CSL)
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability ("EL"):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**
Stepping Stones shall comply with all State of Connecticut statutes as it relates to
Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$3,000,000.00 each occurrence
$3,000,000.00 aggregate

9.4.5 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 aggregate

9.4.6 Abuse Molestation Liability Insurance:
$1,000,000.00 each occurrence
$1,000,000.00 aggregate.

9.5. Failure to Maintain Insurance: In the event Stepping Stones fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset Stepping Stones' invoices for the cost of said insurance.

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from Stepping Stones at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.7. Certificates of Insurance: Stepping Stones' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Stepping Stones' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time Stepping Stones executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. Stepping Stones must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Stepping Stones receipt, Stepping Stones shall deliver to the City a copy of Stepping Stones' insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, Stepping Stones represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by Stepping Stones of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of Stepping Stones' work and services shall be secured in advance and paid by Stepping Stones. Stepping Stones shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon Stepping Stones for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. Stepping Stones remains liable, however, for any applicable tax obligations it incurs. Moreover, Stepping Stones represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. Stepping Stones and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 Stepping Stones is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

10.3.2 Stepping Stones is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

11. Discriminatory Practices. In performing this Contract, Stepping Stones shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

11.2. Equal Opportunity. In its execution of the performance of this Contract, Stepping Stones shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. Stepping Stones agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of Stepping Stones, Stepping Stones shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Stepping Stones shall violate any of the covenants, agreements, or stipulations of this Contract , the City shall thereupon have the right to terminate this Contract by giving written notice to Stepping Stones of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by Stepping Stones under this Contract shall, at the option of the City, become the City's property, and Stepping Stones shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, Stepping Stones shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Stepping Stones, and the City may withhold any payments to Stepping Stones for the purpose of setoff until such time as the exact amount of damages due the City from Stepping Stones is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to Stepping Stones. If this Contract is terminated by the City as provided herein, Stepping Stones will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Stepping Stones covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. Stepping Stones acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. Stepping Stones therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

13.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to Stepping Stones.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay Stepping Stones for the agreed to level of the products, services and functions to be provided by Stepping Stones under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to Stepping Stones, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate Stepping Stones for any lost or expected future profits.

[continued on the next page]

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, Stepping Stones shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, Stepping Stones shall transfer all licenses to the City which Stepping Stones is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate Stepping Stones for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. Stepping Stones shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay Stepping Stones for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and Stepping Stones shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). Stepping Stones shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and Stepping Stones may negotiate a mutually acceptable payment to Stepping Stones for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by Stepping Stones. Stepping Stones may, by written notice to the City, terminate this Contract if the City materially breaches, provided that Stepping Stones shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, Stepping Stones will be compensated by the City for work performed prior to such termination date and Stepping Stones shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this

Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, **(i)** Stepping Stones shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay Stepping Stones for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges Stepping Stones' documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

15.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

15.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;

15.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

15.4. strikes and labor disputes; and

15.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

16. Subcontracting. Stepping Stones shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Stepping Stones' services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Stepping Stones and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve Stepping Stones from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. Stepping Stones shall be as fully responsible to the City for the acts and omissions of Stepping Stones' subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Stepping Stones.

17. Assignability. Stepping Stones shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Stepping Stones from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Audit. The City reserves the right to audit Stepping Stones' books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, Stepping Stones shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. Stepping Stones shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by Stepping Stones, by someone under the care and/or control of Stepping Stones, by any subcontractor of Stepping Stones, or by any shipper or delivery service. Stepping Stones shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, Stepping Stones shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Stepping Stones. Stepping Stones covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Stepping Stones further covenants that in the performance of this Contract no person having any such interest shall be employed.

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and Stepping Stones.

22. Independent Contractor Relationship. The relationship between the City and Stepping Stones is that of client and independent contractor. No agent, employee, or servant of Stepping Stones shall be deemed to be an employee, agent or servant of the City. Stepping Stones shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and Stepping Stones hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by Stepping Stones hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and Stepping Stones or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, Stepping Stones hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that Stepping Stones shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

24. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

25. Contract Change Orders.

25.1. At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing subsection A, a Change Order shall not include:
25.2.1 an upward adjustment to a Stepping Stones' payment claim, or

25.2.2 a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both Stepping Stones, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to Stepping Stones' delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and Stepping Stones and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 8047** and **(ii)** Stepping Stones' proposal responding to the aforementioned **RFP No. 8047.**

26.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

26.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. Stepping Stones agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, Stepping Stones shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and Stepping Stones each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

29. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Stepping Stones, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Stepping Stones: The Stepping Stones Group, LLC
123 N. Wacker Drive, Suite 1150
Chicago, IL 60606

City: The City of Waterbury
Special Education Department
Attn: Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd Floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

32.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

32.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Stepping Stones or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

32.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

32.9. Stepping Stones is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

32.10. Stepping Stones hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (*Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. Stepping Stones is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

32.14. PROHIBITION AGAINST CONTINGENCY FEES. Stepping Stones hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to Stepping Stones set forth in Section 6 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Stepping Stones records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES:	**CITY OF WATERBURY**
Sign:_____	By:_____
Print name:	Paul K. Pernerewski, Jr., Mayor
Sign:_____	Date: _____
Print name:	

WITNESSES:	**THE STEPPING STONES GROUP, LLC**
Sign:_____	By:_____
Print name:	
Sign:_____	Date:_____
Print name:	

ATTACHMENT A

1. Addendum 1 to RFP No. 8047, dated March 19, 2024, consisting of 11 page), attached hereto;

2. RFP No. 8047, consisting of 13 pages, excluding Attachments A-C, attached hereto;

3. Stepping Stones' Cost Proposal, consisting of 1 page, attached hereto;

4. Stepping Stones' Response to RFP No. 8047, consisting of 33 pages, excluding resumes and City Contract Compliance Documents, attached hereto;

5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

6. City Contract Compliance Documents, incorporated herein by reference;

7. Certificates of Insurance, incorporated herein by reference;

8. Licenses, incorporated herein by reference;

9. All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MAUREEN McCAULEY
ASSISTANT DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #1

March 19, 2024

RFP 8047 Special Education Nursing Services

Please refer to the questions and answers below.

Question: What agencies do you currently use for "Special Education Nursing Services"? / Who were the Incumbents? / Please provide the names of the Incumbent vendors for this contract? / How many active contractors are working on this contract currently? / Please provide the current vendor(s) providing the service / Are there any current vendors providing the same services? / How many agencies are currently awarded the bid for 23/24 SY? / How many vendors is the district currently using for the services requested in this solicitation?
Answer: AAA Nursing and Pediatric Services of America dba Aveanna Healthcare.

Question: What are the rates for the incumbent contract holders? / Can you give the hourly rates for each of the roles requested from the incumbents? / What are the current vendors rate for LPN services? / What are the current vendors rate for RN services? / Can you please provide a list of incumbent vendors and their bill rates. / Can the district please provide incumbent information and current bill rates for contracts in place for similar services? / What rates do those agencies charge for the services being requested in this RFP?
Answer:
RN
Aveanna: RN for the '23-'24 SY $55
AAA Nursing RN for the '23 - '24 SY $50
LPN
Aveanna: LPN for the '23-'24 SY $50
AAA Nursing LPN for the '23-'24 SY $45

Question: How many billable hours were accrued by contracted nursing staff in 2022 and 2023?
Answer: 2022: 7280 ; 2023:6720

Question: As requested in Section I. 2.c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall

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include the individual's qualifications and experience in the subject area, are we required to submit candidate resumes of the nurses or resumes of our firm key personnel? / Are resumes required in the proposal? If so, how many need to be submitted to remain qualified?
Answer: Yes, a resume is expected for every candidate. The vendor can determine how many resumes they will submit.

Question: Are we required to submit candidate live resumes or sample resumes would suffice? / Do we need to sample or live resumes for RNs & LPNs?
Answer: Live resumes for each candidate presented from the agency are expected.

Question: On page 8, the request specifies a "Personnel Listing," which entails providing a comprehensive roster of staff categorized by job classification, accompanied by their respective resumes. Each resume is expected to detail the individual's qualifications and experience relevant to the subject area. Would this requirement primarily pertain to the account management team?
Answer: This requirement pertains to the management team as well as nursing candidates.

Question: As requested in Section I. 3.a. Qualifications., in this section are we required to describe qualifications of our key personnel or the nurses assigned to the project?
Answer: Yes, the vendor selected would provide a listing of staff available to work within the City of Waterbury.

Question: What are your most commonly requested positions?
Answer: LPN and RN, respectively.

Question: Do you intend to move the candidates to new vendors, if the incumbents are not awarded again?
Answer: The District is not responsible for the nursing candidates choice of employer.

Question: What are any challenges or pain points with the present contract vendors? / Are there any pain points? / Is the City satisfied with the other vendors providing services? / Do you have issues with your current contracted agency(s)? If so, what are your main issues. / Are you satisfied with the incumbent suppliers? If not, what are you unsatisfied with? / Is the district satisfied with the current incumbents?
Answer: The length of time in which vendors have been able to find nursing candidates for assignments has been very challenging, which impacts a student's ability to receive their education. Secondly, both vendors have not had much success in finding substitute nurses when the primary nurse is absent. For the most part, the District is satisfied with its current two vendors.

Question: How are the current services are being procured?
Answer: Via the RFP process.

Question: Apart from the end of tenure, is there any other reason to release this solicitation?

Answer: No.

Question: Is this a new requirement?
Answer: No.

Question: Do you require COI attached to RFP submission? / Do we need to submit Certificates of Insurance? / Does the vendor need to submit a certificate of insurance at the time of proposal, or is it required to be submitted prior to the award? / Insurance -Required with the Bid Document or after Award? "The respondent shall provide insurance as set for in Attachment D provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings."
Answer: Yes, provide with your submission. Please follow RFP Guidelines.

Question: How many interviews happen prior to offer?
Answer: Typically, one interview will occur; however it is at the discretion of the District.

Question: How long does it take from submitting a resume to an interview to offer?
Answer: Process varies from 3 - 6 months. However, since this contract must be in place by July 1, 2024 the process will be expeditious.

Question: How many vendors do you intend to award? / How many agencies do you anticipate awarding the 24/25 SY bid to?
Answer: This depends on the Proposals presented and the District's needs. There is no set number of vendors to award.

Question: Please provide the list of all the attachments and forms necessary to attach in the proposal. / Please provide a list of forms required with the bid submission.
Answer: Please follow RFP Guidelines. The document clearly outlines what needs to be submitted at the time of submission.

Question: Do we need to submit Business Licenses with the proposal?
Answer: Yes. Please follow RFP Guidelines.

Question: Are Performance/Payment Bonds applicable for this bid ? / Kindly confirm if bid bonds and performance bonds are not applicable under this solicitation?
Answer: No.

Question: Are state Set-Aside Requirements applicable for this bid or not applicable?
Answer: Not applicable.

Question: Is the district willing to accept mutual indemnification?
Answer: No.

Question: Can the district please provide a list of all required criminal background checks and DCF registry checks?
Answer: The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.

Question: Can the district please require what type of drug screen is required (i.e. 7 panel, 10 panel, etc.)?
Answer: Human Resources requires a 10 panel for new hires. However, The City of Waterbury Civil Service HR does not consider marijuana to be an employment disqualifier except for public safety positions.

Question: Are nursing delegation services requested by the district?
Answer: No.

Question: If yes what is the district's policy on delegated services?
Answer: Not applicable.

Question: What is the highest skill set for 1:1 cases?
Answer: It is difficult to determine, as a case may come in with higher demands than the District had previously provided for; however, at a minimum the nurse must have training in CPR, administration of medications, use of AED, Vent/Trach/G-Tube training and follow student's Seizure and Diabetes protocols/health plans in addition to training required by federal or state law.

Question: Is nursing support on transportation required for any students requiring 1:1 clinical care?
Answer: Yes, it is required for all assignments. Nurses must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer. Nurses are not to transport students under any circumstance.

Question: Will all 12 contracted RN/LPNs be used in a 1:1 capacity for medically fragile students? / Can the district confirm that updated medical orders will be provided for all students requiring clinical support?
Answer: Currently, all of our nurses are utilized as 1:1 nurses. Student's medical orders determine nursing needs.

Question: Who is the district's clinical point of contact?
Answer: During the RFP process it is the Purchasing Director. After the RFP process is completed, the Waterbury Health Department Nursing Supervisor is the point of contact for questions outside the purview of the Director of Student Services.

Question: If yes, can the district please confirm that transportation protocol and safety procedures will be provided to the vendor?
Answer: Yes.

Question: What is the average length of the assignment?
Answer: -The school day is up to 6.5 hours plus the time the Nurse will be in transport to and from school equals up to 8 hours. Payment is for work performed and Breaks are not billable.
- Up to 183 School days as determined by the District's school calendar plus an additional 16 to 20 days in the summer if the nurse is providing services to a student participating in Summer School.

Question: Is there any preference for local vendors while evaluating the proposal?
Answer: It is important that vendors can meet the proposal as written.

Question: Please define the number of FTEs working under the current contract. / How many RNs and LPNs are working under the current contract? Also, provide us with the history of their yearly requirements. / What is the current number of FTE professionals being utilized presently to service this contract? a. RN b. LPN
Answer: Currently, 14 Nurses are working under the current contract, the majority being LPNs.. Their yearly requirements are as specified in the RFP, ie. Scope of Service.

Question: Is it required to present references exclusively from instances where we have offered similar services, or is it acceptable to provide references from diverse environments or similar educational clients?
Answer: Yes, current references are required which reflect similar educational clients.

Question: Kindly confirm if only 12 FTEs (RN & LPN) will be required for a 3-year period or if this is an annual requirement?
Answer: Currently, the district is utilizing up to 14 FTE RN and LPNs . Number of required nurses is dependent on student needs.

Question: On page 8, point b, the request states, "Please clarify if the city is requesting case studies where similar services were provided. If so, could you specify the number of contracts required as case studies? If case studies are not required, what specific information does the City seek in relation to the nature of services provided, along with the start and completion dates of each assignment, including whether they were completed within the original contract timeframe and budget?"
Answer: The District will not determine how many case studies are to be submitted by a proposer; however, the RFP states a listing of all completed within the last three years.

Question: On page 8, the instructions state the necessity to furnish information about the services rendered, including their nature, start and end dates, and whether they were completed within the designated timeframe and budget. Is the city looking at this information as a

reference? If so, how many references are needed? Alternatively, is it required to provide references exclusively from the school district where similar services were offered, or could references from similar contexts suffice?
Answer: The District is requesting information regarding services rendered within the last 3 years must be provided, as well as ALL projects of a similar nature to those included in the Scope of Services in this RFP. Please refer to RFP page 8; 2a - d.

Question: Is it mandatory to furnish any contracts or purchase orders that the proposer has had with any agency of the City of Waterbury within the last three (3) years, as specified on page 8? Will it affect our evaluation if we don't have any?
Answer: The RFP states to list any contracts or purchase orders in the last 3 years between the proposer or any agency of the City of Waterbury.

Question: Do we need to provide the cost proposal separately?
Answer: YES. Directions are outlined in the RFP.

Question: The RFP states in C.3. "The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City." Is this nurse able to be working with a student as well as function as the supervisor?
Answer: No. The nurse is to function solely as the nurse fulfilling the medical orders for a student.. The Nurse is not to fill the role of a Supervisor.

Question: Does the district utilize paper or electronic charting?
Answer: The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses start and end times and provide verification of hours billed.

Question: It appears you will need 8 sets of proposal documents plus a digital version of the submission package in a CD. It would be great if you would allow us submit this proposal online. We will then need an address where this can be sent. Let us know if this request can be considered.
Answer: NO. Please follow guidelines in RFP.

Question: Can we provide pricing ranges on select disciplines?
Answer: Please follow guidelines as specified in the RFP.

Question: Please clarify Medicare/Medicaid Billing: Will the vendor be required to bill Medicaid with direct reimbursement going to the vendor through the vendors Medicaid billing number, if applicable? Or will the vendor be required to enter Medicaid billing through the districts billing documents for the district to be reimbursed directly by Medicaid, if applicable?
Answer: The vendor will be required to bill through the District's billing documents for the District to be reimbursed by Medicaid directly. The district uses an electronic system approved

through the State of CT (CT-SEDS). The selected vendor would receive training and enter Medicaid hours directly into this system for the district to receive Medicaid directly.

Question: Are orientation and meetings billable?
Answer: No. The vendor would have to compensate their employees outside of the contracted hours for orientations and meetings. The City will only compensate the hours in which students receive services, or as per negotiated in the final contract with the vendor.

Question: Can the vendor bill separately for the Clinical Supervisor? What is the expectation of the amount of time the clinical supervisor is available for the district?
Answer: No, the Vendor can not bill separately for the Clinical Supervisor.

Question: Are billing hours rounded to the 15 minute mark or billed as minute for minute?
Answer: Billing hours are billed as minute for minute.

Question: Please clarify hours and meal breaks expectations. Will nurses clock in/out for lunch (i.e. 30 minute unpaid lunch?)
Answer: Nurses are paid for time worked. Breaks, including lunch, are not billable.

Question: Will the issued PO be staff/ discipline specific or will it be a lump sum amount?
Answer: The PO will be staff and discipline role specific with hours worked per date listed.

Question: How long have the incumbent suppliers held this contract?
Answer: Current vendors have been suppliers for at least the last 2 cycles of RFPs.

Question: What is expectation and frequency for replacing a candidate that is ill/calls off?
Answer: It is the District's expectation that a nurse who calls out sick will have a candidate in its place for the next working day.

Question: Does the district fingerprint and badge?
Answer: The Vendor is responsible for the following:obtaining prior satisfactory criminal background checks, Department of Children DCF registry check, Fingerprinting and providing their vendors with an agency picture Identification card.

Question: How long once confirmed does the process take for the clinician to start?
Answer: The date of confirmation is expected to be awarded on or before June 30, 2024 with a start date of July 1, 2024.

Question: Please clarify the reporting structure for Supervision of contract staff within the district?
Answer: The vendor is the direct supervisor of the contracted staff. Within the district the Director of Pupil Services and/ or designee will be the direct contact for the agency.

Question: Does the district provide student logs, documentation forms, etc?

Answer: Vendors may be responsible to provide laptops and/or other electronic equipment to their staff as well as work log and daily assignment sheet to document daily student progress and medical orders, as appropriate.

Question: Please clarify: Under H. Conditions 6, it specifies that the proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Does this apply to the nurses that will be placed with the district? We cannot guarantee that the nurses we have available now will be available upon award. Does this also apply to the Clinical Supervisor and/or Internal agency staff that will be responsible for communicating with the district.
Answer: As stated in the RFP, the persons assigned to the project must be identified. If personnel were to change the district would need to be contacted immediately with the replacement's contact information.

Question: Would you accept bids from a Staffing Agency?
Answer: No.

Question: Please clarify regarding the provision of supplies: does the district provide any PPE, laptops, printers, office space, protocols, documentation, etc? / Can the district please describe any/all supplies and materials that contracted vendors are expected to provide?
Answer: Vendors may be responsible to provide laptops and/or other electronic equipment to their staff as well as work log and daily assignment sheet to document daily student progress and medical orders, as appropriate.
The District will not be responsible for supplies with the exception of PPE.

Question: Do you accept new graduates if the vendor provides mentorship?
Answer: As stated in the RFP, candidates must be licensed and qualified LPNs or RNs. As stated in the RFP, nurses should have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.

Question: Will a single or multiple vendors receive an award? / How many vendors does the district expect to award a contract to for the services requested in this solicitation?
Answer: This is dependent on the proposals and the vendors ability to meet District needs and requirements.

Question: Do you accept DocuSign for original signatures?
Answer: Yes.

Question: Will the district be responsible for supervising contracted staff?
Answer: No.

Question: How many vendor requested openings remained vacant for the 23-24 school year?

Answer: None as related to this RFP.

Question: How many of the cases will require nurses with Vent/Trach/G-Tube training?
Answer: Typically, 2/3 or more of the cases require a nurse with Vent/Track/G-Tube training.

Question: Will any of the RN/LPN be assigned to a health room?
Answer: No. This position is for a Nurse in an educational setting/classroom.

Question: Can the district please describe the supplies and materials that contracted providers will have access to at the district? (wifi, computer access, testing material, office supplies, etc.)?

Answer: The contracted provider will have access to wifi and office supplies.

Question: Is the district willing to accept deviations from the terms listed in this solicitation and/or the contract?
Answer: No deviations to terms are acceptable.

Question: Will contracted staff be included in professional development days? If so, are these hours billable?
Answer: Contracted staff are not typically included in professional development days.

Question: Can the vendor incur any penalties or be liable for any damages for not having a contracted provider available upon your school's request in a timely manner OR would your school terminate the RFP contract with the vendor?
Answer: Discussed in RFP.

Question: Will the district pay for mileage traveling between school campuses on the same day? If so, is it the IRS standard rate, or is it dictated by the district?
Answer: No.

Question: Is the district or contracted agency responsible for training staff (i.e. CPI training/QBS training)? If the contracted agency is responsible, is this billable to the district?
Answer: The District is not responsible for specialized training of contracted vendors.

Question: To ensure we identify nurses with proper skill levels and experience, when can we anticipate receiving student clinical details?
Answer: Identified nurses should be certified in AED,CPR, Vent/Trach/G-Tube training as well as Seizure and Diabetic protocol. District would need to get signed consent/HIPPA Release prior to sharing medical information with a newly vetted vendor.

Question: Will the selected agency be responsible for coordinating and supplying student plans of care/IHCPs?

Answer: The selected agency should share its HIPPA Release so the District can obtain permission for the agency to contact parent and student's medical providers.
It is the agency's responsibility to coordinate obtaining a student's plan of care/IHCPs with the student's medical provider.

Question: Section H, item 6: What is the city's process for approving replacement personnel?
Answer: Answered in RFP Section G. item 6.

Question: Why is the district utilizing a solicitation for the services requested in this bid?
Answer: The District is following the City's Procurement Ordinance.

Question: Can the district please provide points or percentages associated with the evaluation criteria used for determining the award?
Answer: Refer to the language in the RFP that the evaluation criteria is a guide and not necessarily all inclusive. The selection committee will determine the points and percentages.

Question: Will the district review other SPED service classifications if submitted with the vendor proposal?
Answer: No. This RFP is for Nursing services only.

Question: What are the district expectations of contract providers to assist in Medicaid reimbursement documentation services?
Answer: Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the Pupil Services Data Manager medicaid documentation in a form and manner acceptable to the District which is in compliance with the State of CT Department of Social Services.

Question: Can the district please clarify the maximum weekly allowable hours approved for providers requested in this solicitation?
Answer: School hours run up to 6.5 hours per day plus bus to and from school not exceeding a total of 8 hours.

Question: Can the district please clarify who will provide oversight/supervision of contracted clinical personnel?
Answer: The proposer/vendor will ensure assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City and will further provide training and supervision to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.

Question: Will the awarded vendor take over any payrolling of incumbent candidates?
Answer: No, the incumbent vendor would be responsible for sending any outstanding invoices.

Question: What is the expectation and frequency for on-call needs?

Answer: There are no on call needs. Nurses will be assigned a set shift. The vendor would be responsible for ensuring the shift is filled on a daily basis.

Question: Are temporary staffing services required from the vendor, or is it mandatory for them to provide training services for each nurse?
Answer: The vendor must fill any vacancies if an assigned nurse calls out. It is the responsibility of the vendor to have back-up nurses trained and ready to fill any call outs that may happen.

Question: How many resumes are needed per job title?
Answer: A resume per every potential LPN or RN candidate posed to the City of Waterbury as a candidate would need to be presented prior to placement for consideration.

Question: Please provide a copy of the proposals from all current vendors providing staffing services, including rate/cost sheets.
Answer: This question will be answered via the City of Waterbury GovQA/FOIA portal under Reference Number R002896-031924

Question: What is the annual spend that is projected for the contract?
Answer: Projected annual spend will be determined by District needs and RFP negotiations.

Question: What is the total spend per incumbent for the past 12 months of this contract?
Answer: Total Spend for ' 22-'23 was $367,019.

Question: What was your district's agency spend on Nursing services for 23/24 SY?
Answer: Thus far the District has spent $325,000 on Nursing services.

Question: What is the total spend per incumbent for the duration of the previous contract? / Please specify previous spending. / What was the previous spend on this contract? /
Answer: Total spend per incumbent: Contractor 1 up to $ 1,671,848 and Contractor 2 up to $928,000.

Question: What is the new budget for year for this RFP? / What is the estimated budget for this RFP? / What is the total budget/expenditure allotted for this RFP?
Answer: This would be a negotiated rate between the selected vendor and the City of Waterbury.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

REQUEST FOR PROPOSAL
#8047
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

Special Education Nursing Services

The City of Waterbury, Department of Education (hereinafter "City"), is seeking one or more vendors, proposers or contractors to provide:

Approximately 12 registered, licensed and certified Nurses (RNs) or Licensed Practical Nurses (LPNs) who will provide individualized school based nursing services to students with disabilities ages 3-21 pursuant to the students' individual education plans (IEPs) and individual health care plans (IHCPs) or other medical/nursing instructions or plans provided by the students' health care providers, and other related work for a three-year period commencing on or about July 1, 2024 through June 30, 2027.

A. Background and Intent

The purpose of this request for proposal is to obtain hourly cost proposals for the three-year period above from reliable, licensed, experienced, professional proposers to provide nursing services and related services as needed by the Waterbury School District for students with disabilities at a competitive hourly rate in school as set forth by the student's individual education plan (IEP) and the student's individual health care plan (IHCP) or health provider. The City reserves the right to assign nurses to the students based on the student's needs and the needs of the Waterbury School District.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in providing RNs or LPNs, for the types of or similar services as those outlined in the Scope of Services in this Request for Proposal to students with disabilities ages 3-21.
2. A proven track record in providing these types of or similar services for similar school districts upon request and in a timely fashion within budget to the school district's satisfaction. Please provide the names, addresses, contact persons and phone numbers for all of the school contracts the proposer has had over the last five (5) years. The City reserves the right to contact any of these school districts for a reference.
3. Insures staff compliance with federal and state laws and regulations, staff adherence to nursing practice standards and staff competence in providing the services outlined in the scope of services.

4. Evidence of sufficient staff of experienced, licensed and qualified RNs or LPNs to provide to the City upon request without delay to fill its immediate and changing needs.
5. The vendor's RNs and LPNs have experience in a school setting providing individualized nursing care to students with medical and hygiene needs in compliance with individual health care plans, instructions from health care providers and individual education plans.
6. The vendor and its RNs and LPN's have experience establishing effective communication systems with families to obtain prior notice of student absences or other changes in school attendance.
7. The proposer must submit a list of the proposed staff's level of training in the school setting and individual experience in the provision of nursing services to students with disabilities. The proposer will also provide retention/turnover rates of RNs and LPNs.
8. The Proposer will insure that assigned nurses are able to demonstrate proficiency of any skill or service required to serve the students to whom they are assigned. The proposer will provide the proof of proficiency to the City immediately upon request. The proposer will further insure that they will provide training to each nurse as is necessary to properly and safely serve the needs of the students to whom they are assigned.
9. The proposer will insure each nurse has training in CPR, administration of medications and use of the AED in addition to training required under federal or state law.
10. Each nurse provided must follow City and School District procedures, guidelines and other requirements as set forth by Waterbury School District representatives. The proposer must obtain prior satisfactory criminal background checks, Department of Children and Families Registry checks, fingerprinting and drug screening of each nursing candidate prior to placement.
11. Each nurse shall provide timely and complete reports including nursing notes to Waterbury staff and provide to the City Medicaid documentation in a form and manner acceptable to the City and which is in compliance with the State of Connecticut Department of Social Service regulations and other relevant laws.
12. The proposer will be responsible for the direct clinical supervision of the nurses provided to the City.
13. The proposer will invoice the City monthly and provide backup documentation with the invoice and other documentation as requested by the City. The proposer will be able to accurately track the nurses' start and end times and provide verification of hours billed.

C. Scope of Services

1. The proposer agrees to provide approximately 12 nurses to provide school based individualized nursing services to students, ages 3-21, for the number of hours, days or portions thereof as the City may need during the school year and during the summer program if applicable. All hours billed must be for school based nursing services performed for the City during school hours,

and on the bus if required to travel to school with the student, on days the school is in session and the student is in attendance.

2. Nursing services must be provided by CT licensed, certified and qualified RNs or LPNs without delay to fill the immediate and changing needs of the Waterbury School District. The proposer will insure that all nurses working in the Waterbury School District have had satisfactory criminal background checks, drugs tests and DCF registry checks as required under law and will provide the City proof upon request.
3. The nurses will work under the supervision of the proposer who will designate at least one person within the proposer who will be assigned to the City and who will respond to any issues or concerns of the City. Each nurse will be assigned a student or students and other related responsibilities. They shall participate in planning and placement team meetings for individual students, write goals and objectives for the student's IEP, communicate with the student's health providers as necessary and provide other related services at the District's request.
4. The City currently provides nursing services to approximately 10 students. The nurse may work with one or more students based upon the students' individual health care plans. Students are primarily located in Waterbury schools. If authorized by Waterbury staff, nursing services may be needed at out of district facilities or if the student is receiving homebound instruction. Work hours consist of the hours the student is in school and include the transportation time if the nurse is riding the bus with the student for up to 7.5 hours per day. The nurse must be on time for the bus departure with the student.
5 Nursing services are needed for each school day following the school calendar of up to 181 days and for extended school year services for up to an additional 20 days in the summer. The nurse must provide their own transportation to the student's home or school. Parking is the responsibility of the nurse or the proposer.
6. The proposer will supervise its nurses and monitor services provided and time billed by each and insure adherence to the terms of the contract. The proposer's nurses will maintain nursing notes and other records as required by the City and in compliance with all relevant federal, state, local and district laws, policies, procedures, regulations and ethical standards.
7. Each nurse shall provide timely and complete reports as requested by Waterbury staff and provide to the District Medicaid documentation in a form and manner acceptable to the District, which is in compliance with the State of Connecticut Department of Social Services regulations and other relevant law.
8. The proposer will submit prompt bills for services rendered no later than 30 days after the services were provided with supporting documentation as requested by the District. The proposer will monitor the hours of service to insure compliance with the terms and amount of the contract and will note the hours used and remaining under the contract on each bill submitted to the District.

9. The proposer will immediately provide substitutes for staff who are absent and provide in-service professional development and relevant nursing materials to Waterbury staff and parents when requested by the District.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be ____July 1, 2024 – June 30, 2027_____.

E. Insurance

The respondent shall provide insurance as set for in Attachment D provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in Attachment A. (Contract Compliance Packet)

3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received by **2:00 PM on March 15, 2024**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, along with any changes or amendments to this RFP, will be available via the City of Waterbury ProcureWare website by **March 19, 2024, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury Department of Education, Department of Special Education.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.

3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.

4. The proposer agrees that the proposal will remain valid for a period of 120 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.

6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.

7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.

9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.

10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.

11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.

14. The proposer must accept the City's standard agreement language. See Professional Service Agreement in Attachment B.

15. The proposer agrees to meet all of the insurance requirements set forth in the standard agreement (see Attachment B) under Section 9, Consultant's insurance on pages 8 through 10.

16. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP

may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and ***(7)*** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:00 AM on March 26, 2024*.*** **Proposals received after that time shall <u>not</u> be considered.**

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. <u>Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP</u>.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. <u>Proposer Information</u>: Please provide the following information:

    a. Firm Name
    b. Permanent main office address
    c. Date firm organized.
    d. Legal Form of ownership. If a corporation, indicate where incorporated.
    e. How many years have you been engaged in services you provide under your present name?
    f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. <u>Experience, Expertise and Capabilities</u>

a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
    - Organization name and the name, title, address and telephone number of a responsible contact person.
    - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
    - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

    Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single **hourly rate for an RN and a single hourly rate for an LPN, for each year for three years,** for services performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. In addition, the proposal shall include an hourly rate a RN and an LPN for accompanying the student on the bus or van without the need for services before or after the transportation. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section I.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

a. Have you ever failed to complete any work awarded to you? If so, where and why?
b. Have you ever defaulted on a contract? If so, where and why?
c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
g. Have you ever exceeded the amount of the contract you were awarded? If so, provide the details of what happened.
h. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirement in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposal.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.

b. Proposed cost schedule.

c. Experience, expertise, and capabilities of the proposer. Background, qualifications and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).

d. Time, Project and Cost Schedule**.** Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M. State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and

46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than $500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than $500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than $500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

O. Bid Bond NOT APPLICABLE

Each Proposal submitted shall be accompanied by a Proposal Security (a Certified Check or Bid Bond) in the amount of **ten (10) percent** of the Total Proposal Price.

P. Performance/Payment Bonds NOT APPLICABLE

The Proposer to whom a contract is offered, must furnish to the City, if that contract has a total cost greater than $50,000.00, a 100 percent Performance Bond with a surety, and in a form, acceptable to the City. In the City's sole discretion, it may also require a 100 percent

Payment Bond and/or other additional security with a surety, and in a form, acceptable to the City.

REQUEST FOR PROPOSAL
#8047
BY
THE CITY OF WATERBURY
DEPARTMENT OF EDUCATION

Special Education Nursing Services
Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability:	**$1,000,000 each Occurrence** **$2,000,000 General Aggregate** **$2,000,000 Products/ Completed Operations Aggregate**
Auto Liability:	**$1,000,000 Combined Single Limit each Accident** **Any Auto, All Owned and Hired Autos**
Workers Compensation:	**WC Statutory Limits** **Employer Liability (EL)** **$1,000,000 EL each Accident** **$1,000,000 EL Disease each Employee** **$1,000,000 EL Disease Policy Limits**
Excess/Umbrella Liability:	**$3,000,000 each Occurrence** **$3,000,000 Aggregate**
Professional Liability/E&O:	**$1,000,000 each Wrongful Act** **$1,000,000 Aggregate**
Abuse/Molestation Liability:	**$1,000,000 each Occurance** **$1,000,000 Aggregate** **(Applicable to Contractors working directly with Youth/Minors)**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

COST SCHEDULE - BAFO

SSG will provide the following services at **no cost** to the WPS:

- Dedicated **Triad** team that works together to deliver the highest level of service and support to the District and the students served
- ASHA, AOTA, NASP, and ACE approved courses for your clinicians and staff three times per year through our proprietary LMS (Learning Management System), Bridge Academy
- Ongoing clinical management and support to each SSG clinician assigned to the District
- Training and development provided by experienced school-based clinicians
- Access to our ***Pathways to Success Program*** for every SSG clinician including:
    - Foundations Mentoring Program
    - Bridge Academy Continuing Education and Training Program

SSG typically works with school districts on a per hour basis. The hourly rate is an all-inclusive, and only applies to the hours that the therapist is working. Time off, holidays, sick time and lunch are not billable and SSG will not invoice WPS for these time periods.

SSG is a company owned and operated by special education professionals. Our goal is to provide the best possible Special Education Services in the most cost-effective way. We understand the budgetary constraints put on schools, and we do our best to keep our rates as low as possible.

LPN	**Hourly Rate**
2024-25	$59.00
2025-26	$61.00
2026-27	$63.00
RN	**Hourly Rate**
2024-25	$69.00
2025-26	$71.00
2026-27	$73.00





THE STEPPING STONES GROUP

Transforming Lives Together

The Stepping Stones Group

Request For Proposal # 8047

Special Education Nursing Services

The City of Waterbury, Department of Education

Authorized Representatives

Ty Perry, Client Services Manager
225 West Washington Street, Suite 1140
Chicago, IL 60606
ty.perry@ssg-healthcare.com
317-791-2448

Secondary Contact

John Gumpert
Director of Contracts & Proposals
k12ops.bids@ssg-healthcare.com

Opening Date: March 26, 2024

Respectfully Submitted

THE STEPPING STONES GROUP
Transforming Lives Together

March 19, 2024

Mr. Kevin McCaffery
Director of Purchasing
235 Grand Street
Waterbury, CT 06702

Mr. McCaffery,

In response to your Request for Proposals, The Stepping Stones Group (SSG) is pleased to present its proposal for theprovision of Special Education Nursing Services for The City of Waterbury and Waterbury Public Schools (WPS). We would like to express our sincere and earnest interest in providing these services for your students as part of their Individualized Education Programs.

With over 35 years of experience and expertise, The Stepping Stones Group is a trusted market-leader in providing special education, therapeutic, nursing, and behavioral health services for school systems throughout the United States. We are comprised of over fifteen trusted, long-standing, and mission-driven organizations that offer a variety of special education solutions. Our family of brands includes well-known school-based providers like Cobb Pediatric Therapy Services, Cumberland Therapy Services, and EBS Healthcare. Through our collective family of brands and continued growth, we now serve more than 1,100 public school systems, charter schools, and private learning centers, and we employ more than 9,000 therapy, behavioral health, nursing, and education professionals nationwide.

Our organization has experienced tremendous growth over the past three years. We have combined the management and recruitment expertise of ten companies, along with clinical resources, professional development, mentoring, and employee benefits. We have maintained a 92% retention rate, leading to consistent and reliable staffing for our school partners. The Stepping Stones Group is uniquely qualified to continue meeting the needs of WPS. We already have the knowledge of the district's policies and procedures as well as the experience and capabilities to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students.

The Stepping Stones Group is uniquely qualified to meet the needs of WPS. We have the experience to recruit qualified, licensed providers and the capabilities to provide the District with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students. If you should have any questions or require additional information, please feel free to contact me directly, and we appreciate your consideration.

Sincerely,

John Gumpert
Director of Contracts & Proposals
p. 610-517-0063
e. john.gumpert@ssg-healthcare.com
www.thesteppingstonesgroup.com

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THE STEPPING STONES GROUP
Transforming Lives Together

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COMPANY BACKGROUND

The Stepping Stones Group offers a robust 35-year history of providing therapeutic, behavioral health, nursing, and special educational services for school systems. Since our beginnings in 1989, we have become the nationally recognized leader in serving school districts and have made the INC 5000 list over 10 times. We are a Limited Liability Company (LLC) based in Massachusetts and registered in Delaware with a business license in Connecticut. We also have additional corporate hubs in California, Georgia, Illinois, Indiana, New York and Pennsylvania.

We currently have over 9,000 clinicians and educators providing services for over 1,100 public school districts, charter schools, and private learning centers in more than 45 states. We have unparalleled experience in delivering best practice therapeutic and behavioral health solutions to children with special needs and autism. In addition to recruiting highly qualified staff, we provide clinical management, comprehensive training and orientation, and ongoing monitoring for our clinicians.

Our Mission and Core Values

Our company was founded with the singular mission of transforming the lives of children, families, and communities together through our exceptional therapeutic, special education and behavioral health services. We have a strong commitment to our core values, as they are the true heart of our company culture:

- **Trust:** Respectful and loyal in our actions
- **Integrity:** Honest, ethical, and fair in our activities
- **Results:** Striving to exceed expectations
- **Quality:** Excellence in everything we do
- **Community:** Working together to improve a child's future
- **Inclusivity:** Welcoming everyone to join our mission in transforming lives together

A passionate adherence to these guiding beliefs continues to shape how we serve our employees, our clients, and the broader community.

CONTACT INFORMATION

Name	The Stepping Stones Group, LLC
Main Office	225 West Washington Street, Suite 1140, Chicago, IL 60606
Date Started	Formed in 1989. Official Name Change - December 31, 2020
Type	Limited Liability Company. Incorporated in Delaware
Contact	Ty Perry, Client Services Manager
Email	ty.perry@ssg-healthcare.com
Phone	(317) 791-2448
Website	www.thesteppingstonesgroup.com

PRINCIPAL MEMBERS OF ORGANIZATION

Timothy Murphy, CEO
Anthony Rintalla, President
Ty Perry, Client Services Manager for Nursing (main contact for this project)
Please see further information on reporting relationships within this response under "Additional Data"

a. PHILOSOPHY STATEMENT AND BUSINESS FOCUS

SSG is passionate about helping students in need across the country. We engage with school districts, educators, and parents to understand students' unique challenges and provide special education solutions. We leverage our longstanding history, national leadership, regional experience, and expansive professional network to effectively provide therapeutic and behavioral health services for our school district partners.

We understand and are qualified to meet and exceed the requirements set forth in the Waterbury Public School's RFP for Special Education Nursing Services. We are involved, accountable partners with our school district clients, and we work each day with that partnership - and our responsibility to ensure the quality and reliability of our clinicians and services - at the center of our activities. We believe we have the necessary experience and qualifications to continue fulfilling the needs of Waterbury Public Schools.

WHO WE ARE

SSG is the nationwide market leader in providing therapeutic, nursing, and behavioral health services for children with special needs.

- ***Our mission***: *Transforming the lives of children, families, and communities together through our exceptional therapeutic and behavioral health services*
- ***Commitment to our Core Values***: Trust, Integrity, Results, Quality, Community, Inclusivity
- ***Dedication to our client relationships***: Our 35-year history working closely with our district partners is the foundation of our organization.
- ***Stepping Up for a Cause***: SSG is intentional about serving its communities, and we believe small acts make big differences in the lives of people where we live and work. We are committed to giving back to the communities that we serve through our philanthropic efforts.
- ***Inclusivity***: Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions.

WHY SCHOOL DISTRICTS TRUST US

- ***We Know School Districts:*** We are the largest provider of school-based therapeutic and behavior support services nationwide, serving over 9,000 students in over 1,100 districts.
- ***Quality is Our Priority:*** We utilize an engagement and communication platform to enhance our employees' experiences and to monitor their fulfillment with their positions. This allows the team to stay informed of potential issues and fix potential problems early.
- ***Our Experience:*** We have specialized in serving school systems for 34 years and are working to positively impact the lives of more than 2.1 million children. We have been providing school-based services to Connecticut school districts since 2005, and we currently have over 160 clinicians working across the state.
- ***Our Dedication:*** We make sure our clinicians have the resources to do their job effectively so that your students are served appropriately. We ensure quality services and provide an experienced clinical leadership team.

HOW WE ARE DIFFERENT

- ***Clinical Quality:*** Every clinician is managed by an experienced school-based clinician, not by someone in HR. Our operational leadership consists of licensed clinicians and educators whose support and mentorship promotes best practices and ensures that our staff members are successful in their district assignments.
- ***District Professional Development:*** We offer continuing education to your District. Each school year, we will offer your District and your employees exclusive access to ACE, NASP, ASHA, AOTA, Nursing, and APTA approved courses three times per year at no additional cost.
- ***Training and Development:*** We provide our staff with continuing education, training, resources, and mentoring through our professional development program, ***Pathways to Success.***
- ***Our Employees, Not Independent Contractors:*** Our clinicians and educators are our employees, not independent contractors. As a result, we are able to exercise higher levels of accountability and expectations in the provision of services.
- ***Personalized Team Approach:*** We provide a dedicated **Triad** team (Clinical Manager, Client Services Manager, and Career Services Manager) that works together to deliver the highest level of service and support to the District and the students served.
- ***Clinician Retention***: Our Net Promoter Score is rated as Excellent for our industry. The Net Promoter Score is a measure of how likely our clinicians are to recommend us to someone else. With such a high rating, our clinicians are more likely to return year after year, which results in reduced turnover.

OUR COMMITMENT

Together, we are transforming the lives of children and families, improving the quality of therapeutic and behavioral services, and joining with like-minded therapists, clinicians, and educators in order to have a greater impact in our communities. Our passionate leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services to the District.

Family of Brands

The Stepping Stones Group grew from a simple belief: That every child is born with a special set of gifts. Throughout our history, we have partnered with ten mission-driven organizations that share in our vision. Our dynamic leadership team and expansive clinical support network ensure the delivery of the highest quality therapeutic and behavioral health services nationwide.



COMMITMENT TO DIVERSITY & INCLUSION

The Stepping Stones Group is committed to diversity and inclusion. As a socially conscious employer driven by purpose, we welcome all people who have the heart to join us in our mission to transform lives together. Our Diversity & Inclusion Council focuses on bringing about a more equitable environment to enable all employees to feel welcomed and included for their unique talents and contributions. We celebrate the diversity of our colleagues and believe that by listening, learning, and empathizing with each other's life experiences we become a stronger organization.

b. SUMMARY OF RELEVANT EXPERIENCE

SSG has been providing school based special education services for over 35 years to school districts nationwide. In that time we have developed extremely strong partnerships with hundreds of school districts by aligning our services with the goals of the district with which we are working. In many of these relationships, SSG has become the sole provider of special education services to the respective district with extremely successful results. The more SSG is engaged with Waterbury, the more we will be able to put back into the district in the form of management, value added services, professional development, support and training.

SSG works with school districts of every size and scope across the country. Our total solutions approach to implementation and management provides a unique and tailored program for every school district we partner with. SSG works with hundreds of school districts both large and small and listing the details of each would become quite lengthy. The following is information on a few of the school districts in urban areas that SSG partners with and provides similar services to. For additional information please do not hesitate to contact our national office.

Relevant Work Experience

SSG has the experience and capabilities to provide continue to provide WPS with whatever level of staffing it may need, from simple position staffing to department management, and anything in between that would benefit its students. The projects described below attest to the success of some of our other current special education, therapy, and behavioral programs and the strength of our district partnerships, as well as our continued retention and growth.

Newark Public Schools

Address:	2 Cedar Street, Newark, NJ 07102
Enrollment:	40,500 students
Services:	Speech Language Pathology, Occupational Therapy, Physical Therapy, BCBA, Paraprofessionals, and Social Workers
Status:	We currently have 45 clinicians providing services in the district.
Years:	2015 – present

Project Description:

Our organization was chosen to provide PT, OT, and Speech services for Newark Public Schools (NPS) in 2015. As part of a commitment to quality and appropriate staffing levels, our Clinical Manager and Client Services Manager have quarterly meetings with the district. In 2015, we started with five related staffing professionals in NPS, and we have grown to 45 therapists for the 2022-23 school year, with a retention rate of 90% at this district. We have supported the district with its initiatives, and as a result, NPS has met the requirements and is now under local control. NPS relies on our organization to provide services during the school year and ESY.

We have provided a district-level Clinical Manager, Vidya Parekh, MS, CCC-SLP, to provide clinical support to the related service staff in NPS. Vidya works closely with the clinicians and new graduates, providing

effective leadership and mentoring to ensure their success in the district. She also has regular communication with the district Special Education Manager to attend to their needs immediately. Vidya works as a liaison between the district and SSG to ensure timely and accurate submission of billing and SEMI compliance. She also conducts and arranges training and professional development sessions to help the therapists grow clinically. Vidya started with one administrative day and four therapy days and has grown to five full administrative days, which makes it more conducive for her to respond to the district and the therapists immediately.

Our association with NPS has grown over the years, and we continue to provide optimal service to the district. As of the 2020-21 school year, the district also requested our assistance to provide BCBAs, Paraprofessionals, and Social Workers, in addition to the other disciplines we provide on a regular basis.

Christina School District

Address: 600 N. Lombard Street, Wilmington, DE 19801
Enrollment: 14,000 students
Services: School Psychology, Board Certified Behavior Analysts, Paraprofessionals, Speech Language Pathology, Behavior Support Specialists
Status: We currently have 40 clinicians providing services in the district.
Years: 2013 – present
Project Description:
In 2013, our organization was chosen as one of three vendors to provide School Psychology services for the district. We have provided a Client Services Manager to oversee the account. She visits the district two times per year and is always available to respond to any district needs. Due to the pandemic, she is now visiting the district via virtual meeting and will be doing so on a monthly basis moving forward. We have a 90% retention rate year over year, and we currently have 40 clinicians providing School Psychology, Speech Language Pathology, Behavior Analysis, and Paraprofessional services in the district.

We have also provided a district-level Clinical Manager, Brittany Zehr, Ed.S., NCSP, to lead, support, and mentor the clinicians within the School Psychology department since 2013. Brittany is the President of the Delaware Association of School Psychologists. She works closely with new graduates to ensure their success in the district. She has also conducted on-site CE courses for all School Psychology staff at Christina School District. Brittany has:

- Provided materials and facilitated a book study regarding having difficult conversations
- Conducted training for non-school psychologists regarding manifestation determinations
- Provided on-demand CPDs from NASPs online learning center, which have included:
  - Addressing School Refusal and Truancy, Distinguishing Emotional Disability and Social Maladjustment: Law into Practice
  -"I can't get in trouble for one little e-mail, can I?"- What School Psychologists Need to Know about Law and Electronic Communication

Perth Amboy Public Schools, New Jersey

Address: 178 Barracks Street, Perth Amboy, NJ 08861
Enrollment: 11,200 students
Services: Speech Language Pathology, Occupational Therapy, Physical Therapy, School Psychology, Behavior Therapy Services
Status: We currently have 18 clinicians providing services in the district.
Years: 2015 – present

Perth Amboy Public Schools selected SSG in 2015 as the sole provider over other therapy vendors that had been providing the district speech and related services for almost 20 years, when they saw the commitment to aligning with their initiatives for more effective and cost-efficient practices. Since then, SSG has been approved annually, during the tenures of three different Directors of Special Services, because of results achieved in movement toward inclusion and overall reduction of related services. Clear communication and collaboration with the district staff, especially the teachers and case managers, helped them understand the criteria for eligibility and the challenge of scheduling all related services: speech-language therapy, OT and PT for children, especially very young children. With disabilities like autism, transitions from the classroom to the therapy room could cause major behavioral outbursts. Moving the therapy into the classroom helped the teachers and paraprofessionals learn techniques and strategies that they could use all the time, resulting in a decrease in direct services. SSG helped the district implement Sensory Corners in select buildings for every self-contained special education classroom, used whenever the students needed calming or sensory stimulation. SLPs, OTs, and PTs led collaborative sessions in the classrooms demonstrating the use of the equipment so that teachers and aides could continue when the therapists were in other classrooms.

SSG aligned efforts with the district's initiatives to ensure that staff was trained to use therapy strategies. SSG led workshops on topics such as: data collection; AAC; fluency intervention; and interdisciplinary collaboration. SSG provided training for district general education and special education teachers on effective methods of co-teaching and also provided training for all the district's paraprofessionals on how to effectively work with the teachers in the classroom.

Haddonfield Public Schools

Haddonfield Public Schools
Growing in Excellence

Address:	1 Lincoln Ave., Haddonfield, NJ 08033
Enrollment:	2,000 students
	Services: Board Certified Behavior Analysts, Behavior Technicians, Paraprofessionals
Status:	We currently have 31 clinicians providing services in the district.
Years:	2020 – present

Project Description:
Since 2020, The Stepping Stones Group has provided behavioral services to the district for BCBAs, BTs, and paraprofessionals. SSG has provided an on-site Lead Paraprofessional, who manages the substitute process, assists with administrative tasks, and liaisons with the school district. SSG has provided district staff training on Executive Functions in the Classroom for district paraprofessionals. SSG has provided Parent Workshops on:

- What is ABA?
- Executive Functioning and Your Child
- Mindful Parenting

REFERENCES AND PROJECTS OF A SIMILAR NATURE

Name & Location	Stamford Public Schools 888 Washington Street, Stamford, CT 06901
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Mr. Wayne Holland, Director of Special Education (203) 249-4100; WHolland@StamfordCT.gov
Dates and Budget	2008 to present – Budget $3M per year

Name & Location	Newark Public Schools 2 Cedar Street ,Newark, NJ 07102
Services	SLP-CCC, SLP-CF, OT, and PT services
Contact Name & Phone Number	Marilyn Mitchell, Deputy Executive Director of Special Education mmitchell@nps.k12.nj.us , 973-733-7314
Dates & Budget	2015 to present - Budget Approximately $3M per year

Name & Location	William Penn School District 100 Green Avenue Annex, Lansdowne, PA 19050
Services	We are an approved vendor to provide BCBA, RBT, SLP, OT, PT, School Psychologist and Special Education Teacher services. We also manage the district's behavior classrooms
Contact Name & Phone Number	Ms. Geana Germana, Director of Related Services (215) 313-3852; ggermana@wpsd.k12.pa.us
Dates and Budget	2019 to Present – Budget Approximately $3M per year

Name & Location	Christina School District 600 North Lombard Street, Wilmington, DE 19801
Services	We are the primary provider of SLP and related services to the district including BCBA, RBT
Contact Name & Phone Number	Dr. Tara Needham, Supervisor of Special Education (302) 552-2717; tara.needam@christina.k12.de.us
Dates and Budget	2013 to Present – Budget Approximately $5M per year

Name & Location	Coatesville Area School District 3030 C G Zinn Road, Coatesville, PA 19372
Services	SSG is providing SLP, SLP-CF. OT, PT, BCBA, BT, RBT, BSS, Paraprofessional/Educator, Restorative Practices Coach, Wilson Reading Teacher, General Education Teacher, and School Psychologist (teletherapy) services for the 2022-2023 school year.
Contact Name & Phone Number	Brenda George, Director of Pupil Services georgeb@casdschools.org, 610-938-1672
Dates and Budget	2017 to Present – Budget Approximately $3M per year

All Projects listed above were completed in the original timeframe established

SSG is currently working with The City of Waterbury, Department of Education on three contracts. SSG is currently contracted to provide Registered Behavior Technicians, Board Certified Behavior Analysts and Speech Language Pathologists to Waterbury Public Schools.

c. PERSONNEL LISTING

Ty Perry, Client Services Manager
Denine Kohl, MSN, RN, NCSN

LPN
Cheninita Barret
Emily Whipple
Heather Taylor
Jacqueline Lucas
Larnise Nunley
Sky Glenn

RN
Alicia Brazee
Diane Kreuter
Julymar Espinal
Victoria Lyons
Zinatu Ali
Zuliam Guzman

d. CONFLICT OF INTEREST

The Stepping Stones Group, LLC has no business, financial or personal relationships with The City of Waterbury that may cause a conflict of interest for this project.

a. QUALIFICATIONS

Experience of the Firm

Our professionals are licensed and certified in the states in which they are assigned, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

SSG has reviewed the Qualifications outlined in the RFP instructions, and we agree with all requirements and terms. We will recruit highly qualified clinicians who will meet the District's qualifications. We will also ensure that they perform all duties listed in the Scope of Work, including providing direct and indirect services, conducting evaluations, participating in IEP meetings, writing reports, coordinating with parents and staff, and following District procedures.

The clinical culture within SSG revolves around providing educationally relevant services and implementing strategies and best practice techniques to address the students' IEP goals.

SSG is committed to providing the most qualified and professional personnel to carry out the services needed by Waterbury Public Schools. We ensure SSG clinicians have extensive experience working with children, excellent communication skills and the ability to work independently as well as part of a team. We provide initial onboarding training as well as ongoing trainings for all areas of professional development. Please see below for the specific qualifications for the positions requested:

Nursing Services

School Nurse:

The school nurse will provide health services for the general and special education program as well as insuring compliance of student's immunization. They will assemble, organize and maintain records, files and supplies related to the health of general and special education students. The school nurse will test and record vision, hearing, height and weight of students. The nurse will conduct health related in services for staff and/or students as needed. They will serve and work cooperatively as a multi-disciplinary/IEP team member throughout the district as well as maintain, complete and submit Medicaid paperwork in a timely manner.

The SSG school nurse will provide direct care to students, either as the nurse for school, or as a 1:1 nurse working with a specific child. The school nurse will provide care for injuries and acute illness for all students and long-term management of students with special health care needs. Responsibilities include assessment and treatment within the scope of professional nursing practice, communication with parents, referral to physicians, and provision or supervision of prescribed nursing care. EBS nurse supervisors will help develop individualized health care plans for students with chronic conditions, and when appropriate, an emergency plan is developed to manage potential emergent events in the school setting (eg, diabetes, asthma).

As an educational company strictly working with school districts, SSG understands the importance of the Least Restrictive Environment on a student's ability to learn. Children with special health needs are

included in the regular school classroom setting as authorized by federal and state of Connecticut laws. As a leader of the school health team, the SSG school nurse will assess the student's health status, identify health problems that may create a barrier to educational progress, and develop a health care plan for management of the problems in the school setting. The SSG school nurse ensures that the student's individualized health care plan is part of the IEP when appropriate, and that both plans are developed and implemented with full team participation, which includes the student, family, and pediatrician.

The SSG school nurse will also promote a healthy school environment. It will be the responsibility of the SSG nurse to provide for the physical and emotional safety of the school community by monitoring immunizations, ensuring appropriate exclusion for infectious illnesses, and reporting communicable diseases as required by law. The SSG school nurse will also provide for the safety of the environment by participating in environmental safety monitoring (playgrounds, indoor air quality, and potential hazards). The SSG school nurse will also coordinate with school counselors in developing suicide prevention plans. In addition, if WPS determines that drug testing is a part of its program, SSG school nurses will be involved in school district and community planning, implementation, and ongoing evaluation of this testing program if requested by SSG.

The SSG school nurse will act as a liaison between school personnel, family, health care professionals, and the community. The SSG school nurse will be one of the health experts on the IEP and 504 teams for each student that requires it. As the case manager for students with health problems, the SSG school nurse will make certain there is adequate communication and collaboration among the family, physicians, and providers of community resources. The SSG school nurse will also become involved with the community they live and work in. They will connect with local community organizations and primary care physicians to make the community a healthy place for the children and families they serve.

SSG will stay in contact with WPS on a regular basis and will be available to the district at any time. SSG has school based consultants and nursing managers available in Connecticut 24 hours per day, seven days per week for reliable communication. Our consultants, regional directors and coordinators are available to meet with WPS at the convenience of the district.

Staff

SSG national and regional directors are among the top therapists in their fields. Many have led school districts of their own as well as participated in key roles with NASN (National Associate of School Nurses) the governing body that sets the national standard for best practices. SSG maintains an extensive clinical support team consisting of former special education directors, therapists, teachers, and university professors that effectively become an extension of your team.

SSG staff is trained and knowledgeable in the educational versus medical model of therapy. In addition, SSG leadership and support team are experts in providing training and resources to districts around the nation on this very topic. We have a comprehensive software solution to managing and analyzing caseload versus workload, which also allows SSG to foresee any potential challenges and provide support before the challenges become problems.

Supervision of Personnel

SSG has a Leadership and Support Team of experienced professionals with specific training in support and mentorship of employees working in a school-based setting. Each SSG Leadership and Support Team

member has specialized areas of expertise, and these professionals are utilized to support employees as needed for specific training or specific needs of the district. The team meets with employees at regular intervals throughout the year, and members will meet with the district when necessary. The district can utilize these SSG Leadership and Support Team members to ask questions, to make on-site visits, to provide and/or receive feedback, to coordinate trainings as necessary, and to check in with districts and employees to ensure high quality provision of services.

The clinical support team will provide an orientation to all of the therapists assigned to Waterbury before the beginning of the school year to include any special training deemed necessary by the district. SSG Leadership and Support Team will conduct structure quality assurance visits as needed or requested and will provide feedback to the district regarding strategies to enhance therapy programs. Quality Assurance visits will include discussion on any or all of the following topics:

- Scheduling/paperwork guidance
- Problem-solving for unique situations
- Therapy and evaluation guidance
- Caseload Analysis
    - Ensure appropriate frequency and intensity of services
    - Identify and reduce caseload size when appropriate
- Documentation Review
    - Ensure development of quality IEPs
    - Confirm attendance records and Medicaid documentation are maintained
    - Verify therapy logs and data collection and analysis

These visits also allow the team to conduct needs assessment for any potential professional development that SSG can provide to the therapists, including those working for SSG and those working for Waterbury.

METHODOLOGY – CAPACITY TO PERFORM WORK

It is our priority that our clinicians implement educationally relevant and evidence-based nursing, therapeutic and behavioral health approaches, follow best practice standards in their area of specialty, and implement services within the least restrictive environment.

Our clinicians will apply an integrated and collaborative approach to services, following your District's Multi-Tiered System of Supports or Response to Intervention guidelines and approach. Our clinicians will also participate in all aspects of the school-based identification and intervention process: from assessments and eligibility standards, to development, planning, and implementation of IEP services.

As members of the collaborative IEP team, our clinicians will help determine the right service delivery model and strategies to support the educational goals of each individual student. Service models may include individual or group service delivery, push-in, pull-out, consultative approaches, or any combination of the above. We believe that it is essential for all IEP team members to collaborate with one another on a regular basis in order to promote consistency and increase student success.

Pre-Referral Strategies, Including RtI

SSG clinicians will follow the policies and procedures defined by the District. Before an assessment is initiated, our clinicians may collaborate with IEP team members or school staff to discuss parent and/or teacher concerns regarding the student's academic and/or behavioral challenges. The clinicians will work with the team to determine specific strategies and modifications that can be implemented for a specified

amount of time, in the general education environment. If necessary, a classroom observation may be scheduled.

SSG clinicians will lend support, provide strategies for interventions, and educate the IEP team members with regard to related disability areas, which have a negative educational impact on student performance. In addition, prior test scores, attendance records, medical history, and work samples may be reviewed to assist in making the right modifications for the student. This approach will frequently reduce unnecessary assessments and provide staff with the tools to help meet student needs.

Assessments

If an area of deficit has been identified that negatively impacts a student's academic performance, SSG clinicians will provide assessments in accordance with state and District guidelines. Assessment materials and protocols are administered based on the student's age, specific areas of academic concern, and culture. Once all data has been compiled, an evaluation report is completed, and the outcomes of the assessment are shared with the IEP team and family during an IEP meeting. The student's present levels of function, proposed goals, recommended accommodations, and potential interventions are discussed. If services are recommended, the information gathered during the assessment process will be used to develop the student's treatment plan and goals.

Consultation

SSG clinicians provide consultation services to support students' success and bolster their skills in various learning situations. Consultation involves different components, such as classroom observations, providing strategies for teachers and parents, and providing resources. Consultation may take place in or out of the classroom.

IEP Team Collaboration

SSG recognizes that parents and teachers are key members of the student's IEP Team. We encourage our clinicians to communicate with IEP team members regularly to keep them informed and to answer any questions they might have regarding the services the clinician is providing. In order to ensure consistency and continuity, our clinicians:

- coach the school staff in techniques and modifications for improved carryover and success
- participate in co-treatment sessions with other service providers, when appropriate
- provide parents/guardians with information on their child's disability and how it is being addressed at school
- provide home programs that include activities to reinforce services that are being provided throughout the day

Student Intervention

SSG clinicians understand that interventions are driven by the student's IEP goals, using best practice methodology and appropriate service delivery models (push-in, pull-out, consultative, collaborative) to address their individual educational needs. Whenever possible, services are integrated into the classroom, to ensure that the least restrictive environment is utilized. This promotes the carry-over of therapeutic strategies into the classroom and provides opportunities for staff education, collaboration, and consultation with key staff members that will be supporting the student's educational progress.

Progress Monitoring

SSG recognizes the significance of data collection, documentation, and accountability, as well as the importance of providing the appropriate amount of services stated in the IEPs. Our Clinical Manager will provide individualized support and direction to our clinicians and educators in the area of Progress

Monitoring, as needed. They are available for direct visits, phone conversations, and email communications, and they can answer questions regarding data collection and documentation.

With regard to monitoring progress, our clinicians will:

- complete District and/or site-specific quarterly progress reports
- follow the District's policies and procedures for documentation and availability
- monitor the daily notes to determine progress
- record student IEP progress and keep printed progress reports in student records
- complete Attendance Logs in order to track the frequency and duration of services provided
- notify case managers when clinicians complete their portion of student progress related to Special Education services

Student Confidentiality, HIPAA/FERPA/IDEA Compliance, and Maintenance of Records

Our company and our employees understand and comply with HIPAA, FERPA, and IDEA regulations and guidelines to ensure total confidentiality and maintenance of student records/documents. We also abide by the understanding that all student records/documents are retained as property of the District. The importance of confidentiality and protecting the privacy of students' health information and students' education records is addressed during our Employee Orientation Process. This information is also covered in our Employee Handbook. We is committed to maintaining legal compliance and integrity in all aspects of our operations. Our employees are required to read and sign the company Compliance Program.

Scope and Service Cohorts

Below is a partial list of the services we provide:

Related Therapy	Related Behavioral	Education	School Nursing	Autism
Speech Language Pathologists	School Psychologists	Special Education Teachers	Certified School Nurses	Board Certified Behavioral Analysts
Occupational Therapists	Licensed Social Workers	Teachers for the Visually Impaired	Registered Nurses	Registered Behavioral Technicians
Physical Therapists	Mental Health Counselors	Teachers for the Deaf and Hard of Hearing	Licensed Practical/ Vocational Nurses	Behavioral Technicians
Audiologists	Educational Diagnosticians	Sign Language Interpreters	Certified Nursing Assistants	Paraprofessionals
Therapy Assistants (SLPA, OTA, PTA)	School Counselors	Adaptive Physical Education Teachers		Instructional Aides
	Marriage and Family Therapists	Orientation and Mobility Specialists		

CAPABILITIES

Staffing Capabilities

Our longstanding history, national leadership, regional experience, and localized familiarity allow us to continue the growth of our professional network so we may effectively meet the staffing demands of our school district partners in every area of need. We continue to experience remarkable growth and success in recruiting highly skilled special education, therapeutic, behavioral health, and education professionals for our school district clients. This success is represented in our client retention rate, in which 92% of our school district partners have chosen to work with us year after year.

- ***Regional knowledge and experience.*** As a longstanding local provider in Connecticut and current vendor to Waterbury, SSG is already familiar with the district's policies, procedures and special education programs. We understand the commutability factors from different areas of the city and surrounding New Haven County, and we use this knowledge and experience to match available clinicians with assignments in appropriate or commutable locations.

- ***Local and nationwide candidate pools.*** SSG has built a large network and database of professionals that we can call upon when a school district partner has an opening. This database includes candidates in the Waterbury area, as well as candidates located throughout all 50 states. This allows us to expand our recruiting efforts to help source candidates relocating to the area if needed.

- ***Creative sourcing and recruiting.*** Our organization uses proven recruiting techniques to uncover new candidate leads for our school district clients. Through creative, proactive, and personalized recruiting efforts, we can respond to the needs of your District to provide qualified and available candidates. We also work with universities and colleges across the country, including many in Connecticut. Our ongoing and broad recruiting strategies ensure that we have potential candidates in our pool today and that we are developing new candidates for the needs of tomorrow.

- ***Consistency of service and retention of clinicians.*** SSG is proud of the consistency of service that we offer our school district partners. The growth and satisfaction of our clinicians is an integral part of our company culture, so our clinicians tend to stay with us year after year. Maintaining these high retention rates allows us to offer returning staff to your District each school year.

- ***Ongoing and immediate staffing needs.*** We are committed to responding to the short notice needs of our clients. Our approach includes immediate access to our local / regional database of clinicians, offering special incentives and creative solutions to support the urgent needs of your district. As our relationship continues to grow with the District, so does our involvement with local clinicians and the ability to respond quickly with qualified and talented candidates.

RECRUITING AND HIRING

With over 35 years of experience in providing therapeutic and behavioral services, The Stepping Stones Group has established a unique approach to recruiting qualified personnel. Recruiters will review District provided job details and identify candidates that match the District's preference in terms of required licensure, credentials, availability, previous experience, knowledge, and flexibility. Within our thorough screening process, we also look beyond basic tangible skills. We qualify clinicians based on their professionalism, presentation, demeanor, positive mindset, and their desire to work with children with special needs. Our priority is to provide our school district partners with highly qualified, passionate clinicians that best match their needs.

By strategically structuring our recruitment team, our clients have dedicated recruiters that are subject matter experts in hiring for their areas and markets. For example, our senior recruiters have over 10 years of experience. This allows for fast, quality results and direct target marketing for candidates that fit their needs.

Request for Candidates

- SSG will receive a request for a clinician or educator from your Special Education Department via email, phone, or in-person visit.
- We will respond immediately, and within no more than 24 hours, with acknowledgement of the request and/or request for clarification.
- We will work closely with your District to review the caseload to determine any specific needs to ensure a successful placement.

Steps to Identify Candidates

- Search our database for candidates who match the job specifications
- Conduct local and online job database searches for candidates
- Launch marketing campaigns through email, referrals, mailings, and social networks
- Participate in state and national conferences; such as ACE, AOTA, ASHA, APTA, and NASP
- Connect with colleges and universities for alumni and recent graduate leads
- Attend career days and career fairs at universities and surrounding feeder states
- We have developed a University Relations Program, dedicated to identifying new graduates who want to pursue a career in providing special education, therapeutic, and behavioral health services.
- It should also be noted that we hire many employee referrals, which is a testament to our high level of employee satisfaction.

Once a Candidate is Identified

- Recruiter completes a preliminary interview
- Recruiter reviews candidate's resume, confirms job history, and verifies licensure
- In select situations, our Clinical Manager conducts a Clinical Interview to screen the candidate and to determine the candidate's skill level. Candidates are chosen for their education, experience, specialty, flexibility, values, professionalism, and alignment with District specific selection criteria.

Once a Candidate is Deemed Appropriate for Submission to District

- Recruiter or HR conducts professional reference checks
- Recruiter obtains permission from the clinician to submit resume to the District
- Clinician is submitted to the District for consideration

Orientation

SSG provides each clinician with a comprehensive orientation, a detailed Employee Handbook, excellent support, and opportunities for mentoring when needed. It is our desire that our clinicians become an integral part of the culture of the schools and districts they serve. As a current partner with Waterbury Public Schools, we will work with the district to confirm all information regarding their policies, procedures, and documentation requirements have remained unchanged from 2023-24. We will then provide direction, training, and guidance to ensure our clinicians learn this important information.

SSG will make every effort to educate, instruct, and monitor its clinicians to ensure they are following all district standards. This will include policies regarding dress code, wearing identification badges, following

safety protocols, completing time logs, attending required meetings, recording data, etc. Specifically, we will review the Contractor Responsibilities set forth in the contract with its clinicians. We will work to ensure that all clinicians follow these requirements and maintain a professional presence. We will also provide ongoing support to our clinicians to ensure that all district rules and regulations are being followed.

Training

SSG provides customized training and coaching to meet your district's specific needs. These trainings are followed up with in person observations and documented feedback to ensure advancement. These trainings and workshops are provided at no additional cost to the district.

SSG provides district and state mandated training for its clinicians to ensure they maintain compliance, as well as additional training that SSG has determined is beneficial. Examples of training include: SSG Orientation, Autism/Behavior Support training, and COVID training. In addition to technical training, we also provide more generalized training that will help our employees be successful in school-based placements. Topics include soft skills, professionalism, and managing difficult situations. These training modules are housed in our learning management system, Bridge Academy. Training is geared to those that are new to schools, as well as experienced clinicians.

Training and Development Program

Our ***Pathways to Success Program*** provides clinicians with individualized support, engagement opportunities, access to online continuing education resources, and mentoring through unique programs - Foundations and Bridge Academy - which are described below. Whether our clinicians are new graduates, new to schools, or experienced school-based clinicians, our company will provide them with the support and resources needed to be successful. Our Training and Development Program is led by Christine Dukes, CCC-SLP, SVP Quality, who has over 25 years of experience in education, recruiting, and management.

Foundations Mentoring Program

Foundations is a mentoring guide developed for employees who are new to the school environment, including new grads and therapists transitioning from other settings. It consists of a series of learning modules on Bridge Academy that helps clinicians navigate the complexities of working in school systems. Foundations can be self-guided or completed with an identified mentor.

Highlights include:

- *Caseload Management – Systems and Scheduling*
- *Time Management - Treatment, Meetings, and IEPs*
- *IEPs - Navigating the Process*
- *Service Delivery Models*
- *Assessments, Report Writing, and Documentation*
- *Professional Etiquette*

Bridge Academy – Continuing Education and Training Program

We know the importance and value of continued education and the prominent role it plays in contributing to the professional growth of our clinicians and the children they serve. Bridge Academy, our online training and development platform, hosted by industry-leader Absorb LMS, provides the tools and resources to continue professional development throughout a clinician's career and at **no cost** to the district.

Highlights of our development and training program include:

- *Experienced professional development team representing SLPs, OTs, School Psychologists, Nurses, Behavioral Staff, and more*
- *Webinars with a defined and discipline-specific curriculum provide opportunities to access courses at any time to earn CEUs and CPDs*
    - *SSG is an ASHA, AOTA, NASP, BACB, and Nursing approved/authorized continuing education provider*
    - *Live webinars provided monthly to address current topics and needs in school setting*
- *Library of over 175 recorded webinars available, including introductory courses with a variety of topics applicable to multiple disciplines*
- *Practical/Printable information including Monthly Toolkits, therapy ideas, and resources*
- *State and District specific required training*
- *Houses our Foundations program, Summer Series curriculum, Teletherapy Toolkit, Monthly CF Roundtables, and more!*
- *Dynamic reporting and course completion certificates available*

A calendar of events is thoughtfully created each school year, so the content is fresh and applicable. In addition to monthly webinars, courses are created to meet specific requirements at the state and district level. Bridge Academy allows for robust tracking and reporting to ensure clinicians have completed their required training prior to start.

Our multidisciplinary, professional development team creates and presents content to ensure our clinicians have access to free, convenient, and appropriate training resources. Our Professional Development team consists of qualified and experienced clinicians, who also act as Clinical Managers.

District Professional Development

To show our appreciation of your business, SSG offers our school district clients and their staff access to **Elevate "U", our district PD platform,** at no cost. Select recorded webinars, which are eligible for ASHA, AOTA, NASP, and/or BACB CEUs and CPDs and Nursing Contact Hours, will be made available to you and your special education staff three times throughout the school year as part of our SSG District Partnership Program. These courses can be done either individually or in a group setting.

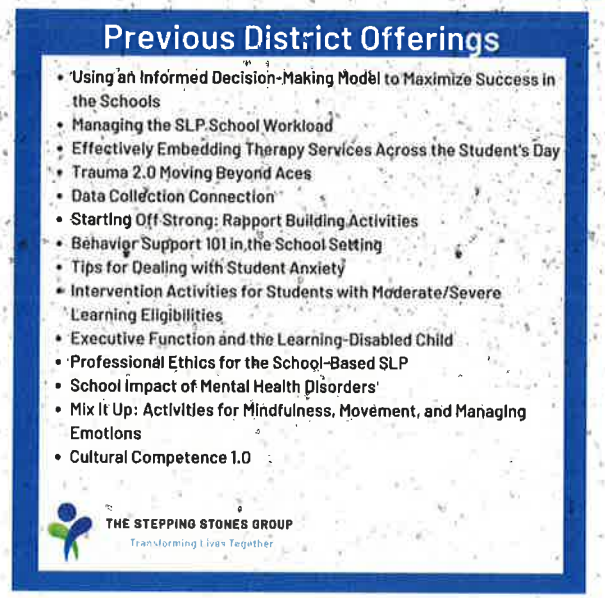
We also provide opportunities for districts to request workshops that are customized to the specific needs of the district. We can discuss options for personalized trainings and events hosted by SSG that can be live or pre-recorded.

All of our Elevate "U" offerings also come with dedicated technical support for users on our platform and provide an opportunity for participants to track courses completed within our system.

In 2023 alone, we offered 300 districts access to our exclusive webinars, with employees earning over 1,000 CEUs/CPDs/PD Contact Hours through our Partnership Program. Access to Elevate "U" through an SSG partnership offers tremendous savings to districts for PD when compared with PD subscriptions services that charge districts based on number of users. Our commitment to your district includes PD at no additional cost to your district.

Below is the calendar of webinars that are being provided for the 23/24 school year.





QUALITY CONTROL

Compliance Requirements

Our dedicated Compliance Department ensures that our clinicians meet all credentialing requirements before they are permitted to start working and performs ongoing checks to ensure that clinicians maintain these requirements throughout their assignment period.

Verification of Credentials

Required credentials will vary by specialty, level of expertise, school district, and/or state. Our Compliance Department will follow necessary regulations to verify that each clinician meets the requirements to perform services in the District. Any state licensure, state certification, national certification, or professional certification for our clinicians is confirmed to be Active and in Good Standing through the issuing agency. Credentials of our staff are validated directly through issuing agencies using their online database and copies of each are maintained securely within our HR Department for reference.

Ongoing monitoring is managed by validating updated license or certification records at each expiration/ renewal period. Our Compliance Department also provides proactive reminders to our staff well in advance of any credential expiration to prevent any lapse in their license or certification.

District Compliance Requirements

We will obtain confirmation from the District regarding your contract provider requirements before they are allowed to begin work on campus and with direct interaction with students. These requirements may include items such as a school district or state fingerprint clearance, district-issued identification badge, criminal background checks (federal, state, county, child abuse registries), Tuberculosis test, or drug screenings. In addition, we will follow the District procedures regarding any periodic or routine checks required for ongoing compliance of these requirements.

Employee Onboarding

Our clinicians are our employees and as such, our Compliance Department ensures that our staff meets our onboarding requirements before they can begin work. These requirements include an additional

background screen, I9 Employee Eligibility Verification, Federal and State tax withholding forms, and other company-related items.

Monitoring

SSG consistently monitors its staff to ensure that we consistently provide high quality clinicians and that we meet the needs of the District. The Clinical Manager will conduct meetings and care calls with clinicians to provide support and verify that they have developped a comfort level and a level of confidence in their roles. The Clinical Manager will also regularly connect with District staff via phone, email, or direct visits to confirm that our clinicians are meeting the needs of the District.

Communication

District staff can contact any SSG team member, including corporate staff, via phone or email at any time. We will also communicate regularly with District personnel to identify and address any new needs, review the services being provided, and address any questions. We will respond to your communications and requests in a timely manner and work quickly to solve any problems. Finally, we will be sure to follow up on any issues to ensure that the appropriate changes have been made to address the situation.

Common Staffing Problems and Company Prevention Strategies

Absences	SSG is committed to providing students with high quality, educationally relevant therapy services, and we will exhaust our options to prevent interruptions in service. If a clinician is absent for several, consecutive days, we will make every effort to find a substitute clinician. We have a database of clinicians looking for short-term assignments, and we also turn to recently retired clinicians to help fill leaves.
Preventing "No Show" Assignments	To prevent "no show" assignments, SSG provides a thorough pre-screening during the recruiting and hiring process and a high level of staff support once the candidate begins his or her assignment. It is a standard operating procedure for the Career Services Manager to regularly connect with the clinicians via phone, email, or direct visits to provide support and verify that they are succeeding in their roles.
Personnel Performance Issues	The Client Services Manager will also regularly connect with the District to ensure that our clinicians are meeting the needs of the District. If a District identifies any performance-based deficits or challenges with a clinician, the Clinical Manager will address the issue immediately and discuss the reported deficits with the clinician. It is our policy to be proactive in obtaining the facts of the matter and working with the District for a timely and positive resolution whenever possible.

CLINICAL OPERATIONS DEPARTMENT

The Stepping Stones Group provides Clinical Operations support and expertise in all states, for all of our service cohorts, which include: Related Therapy, Related Behavioral, Education, School Nursing, and Autism. Our clinical managers are experienced in and provide support for over twenty therapy, special education, and behavioral health disciplines.

Regional Directors and Clinical Managers

Regional Directors oversee day-to-day clinical operations for their regions. They lead, manage, and support a team of Clinical Managers assigned to the region. Regional Directors provide guidance to their Clinical Managers and assist them with any problem solving or performance concerns that impact our employees. They also promote quality and consistency across the region.

Clinical Managers are the face of the company! These clinical leaders will provide individualized support, guidance, and mentorship to clinicians we place in the District. Every SSG employee is assigned to a Clinical Manager. They provide tools and resources for our clinicians, so they are confident in delivering excellent services to the students they serve. The list below summarizes the Clinical Manager's roles and responsibilities.

Clinical Manager Roles & Responsibilities:

- Complete candidate screenings and clinical interviews to identify quality candidates
- Once candidate is hired, completes company clinical onboarding process
- Work with the Triad (the SDP support team comprised of clinical, recruiting, and client contacts) and/or the District contact to understand District expectations, policies, and procedures
- Provide consistent, individualized, and ongoing support, mentoring, and guidance
- Provide at least monthly touch points with employees, with frequency depending upon the level of support needed
- Discuss best practices with our employees and share clinical tips and ideas
- Monitor employees to determine that they are meeting District expectations and following District policies and procedures, including required documentation and service logs
- Provide District client visits either independently or in collaboration with the Client Services Manager, as needed
- Implement unique SSG programs created to ensure employee success
- Communicate with Triad and District personnel, as needed, to address any performance concerns that the District has brought to our attention
- Address performance concerns with employee and work with the Triad and the District to resolve them
- Provide ongoing, excellent customer service for employees, clients, and colleagues

b. WORK PLAN

Experience of the Firm

Our professionals are licensed and certified in Connecticut, have specialized training and experience in special education, developmental disabilities, pediatric rehabilitation, and/or mental illness, and work within the framework of IDEA, the ethical best practices of their disciplines, local District guidelines, and state and federal law. We will ensure that our clinicians and educators comply with the terms and conditions regarding licenses and certificates, fingerprinting, Medicaid service records, and all District rules and regulations.

Nursing Services

SSG has reviewed the Scope of Work, and we agree with all requirements and terms. We will recruit highly qualified nurses who will meet the district's qualifications. We will also ensure that they perform all duties listed in Scope of Services by providing health care through assessment, intervention, and follow-up for all children within the school setting.

Technical Approach

The Stepping Stones Group (SSG) supports and utilizes as a framework for nursing services the National Association of School Nurses (NASN) definition of school nursing which states "School nursing, a specialized practice of nursing, protects and promotes student health, facilitates optimal development, and advances academic success". School nurses provide care coordination, advocate for quality student-centered care, and collaborate to design systems that allow individuals and communities to develop their full potential" (NASN, 2017).

SSG has a full time Director of Nursing Services who has a master's degree in nursing, is nationally certified in school nursing, has a school nurse credential, and is on the NASN editorial board. She oversees the clinical practice and management of our nurses.

SSG is committed to providing the highest quality nursing services. We maintain consistency and quality of services through the continual recruitment and careful selection of talented, committed, and highly qualified nurses and through on-going training, mentoring, and professional development within our clinical team. We will recruit nurses who have recent pediatric clinical nursing experience. Questions related to child and adolescent growth and development and pediatric assessment skills will be included in the clinical interviews.

SSG will ensure our nurses possess a current license by the Connecticut Board of Nursing or a license in a compact state. SSG will ensure our nurses possess current BLS/AED CPR certification card. Our nurses work within the framework of the Connecticut Board of Nursing, City of Waterbury Department of Health and Human Services, IDEA, FERPA, HIIPA, state and federal laws, and local district guidelines. SSG has a compliance department that monitors all required licensures and certifications.

SSG provides training and professional development for nurses on the role of the school nurse, clinical skills, emergency care, communication, documentation, and professionalism consistent with nationally recognized standards. Additional training will be provided to discuss strategies to provide indirect health care services to students.

The school nurse has a unique role in provision of school health services for children with chronic health conditions and those that require medications and/or specialized health services at school. SSG nurses will compile a health concerns list for each school assigned. The nurse will gather data to assess the

student's health status, identify health problems that may create a barrier to access educational progress, and develop a health care plan and appropriate emergency care plan for management of the issues in the school setting. The nurse will review a student's healthcare/emergency plan with the classroom teacher(s) and will work collaboratively to develop strategies and interventions for the student's academic program. This collaboration is crucial, so the classroom teacher understands the health needs and interventions to ensure the adaptations are appropriate and functionable for his/her classroom or program. The nurse will provide periodic monitoring and consultation with the classroom teacher including classroom observations. The nurse will provide staff trainings to ensure the safety of the student.

For students with chronic health conditions, the nurse is responsible for the daily management and emergency situations arising from those health issues. The nurse will provide direct care to those students, such as administering medications and providing specialized healthcare procedures needed at school. The nurse will provide care coordination in the school setting by assessing, implementing, monitoring, evaluating the healthcare plans and emergency care plans. The nurse will work in collaboration with the student, parent/guardian, and medical provider if changes to the medical plan is warranted. The nurse will make appropriate referrals for healthcare, social, and mental health services as deemed necessary. The nurse will assist the student and family to find a medical home and to access medical insurance. The nurse will document all student, parent, and medical provider interactions.

By providing access to health services, the nurse can impact attendance by reducing absenteeism through care coordination and health education. The nurse can assess a student's developmental stage and work with them where they are to provide health education and information about their health condition. For students experiencing homelessness, school nurses can address health needs and improve opportunities to succeed in school by connecting students and families to community resources and advocating for the importance of regular care of chronic health conditions.

As the expert healthcare provider in the school setting the school nurse is an essential member of multidisciplinary educational teams. The nurse will perform the required screenings/assessments prior to 504, School Team Meetings, and IEP meetings. The nurse will attend student meetings and conferences as requested/required and will actively participate by advocating for health services/accommodations needed to help the student access their academic program. The nurse will identify needed health accommodations, outline a plan of care, provide nursing services, and evaluate the health-related components of the IEP and/or 504 Plan. The nurse will develop the plan of care collaboratively with the parent/guardian, student, and classroom teacher.

The nurse will follow the policies and procedures related to medication administration and specialized procedures performed in the school setting. This includes obtaining the appropriate medication authorization and specialized procedure authorization forms for daily, emergency, and prn medications and for diabetes care and asthma and allergy action plans. To reduce errors and increase safety, the nurse will ensure documentation from a licensed provider for the medication; proper labeling of medications brought to school; storage of medication; process for administering medication (including proper identification of student and medication); documentation of medication administration, errors, reactions or side effects of medication; and proper disposal of medications. If needed, the nurse will provide training of other staff involved in medication administration.

SSG provides individualized training and professional development for nurses on the role of the school nurse, clinical skills, emergency care, communication, documentation, IEP assessments, and

professionalism consistent with nationally recognized standards. Additional training will be provided to discuss strategies to provide indirect health care services to students.

SSG will utilize the expertise of the Director of Nursing Services who will participate in the clinical interviews and make assignment recommendations considering the nurse's education, experience, and expertise balanced with the needs of the school and district.

School Nurse (RN or LPN)

- Develops and implements individual health care plans for students with health care needs and completes and/or delegates health service tasks associate with these plans
- Utilizes evidence-based and current standards when triaging, assessing, and addressing student and/or staff illnesses and injuries, including administrating medications, first aid and CPR, consistent with state laws and regulations
- Recognizes and responds to medical and mental health emergency situations including anaphylaxis, asthma and diabetes episodes, seizure management, and suicide ideation. They will work with the school team to provide appropriate referrals and further care.
- Delegates administration of medications to the extent appropriate under state law/regulations; monitors medication administration by other school staff; and administers medications when required by the situation and student health needs
- Monitors student health records and data, including immunizations, documentation of medication administrations, confidential documents, health alert files and state reports
- Manages health screening programs, including vision, hearing, and other state-mandated screenings
- Performs nursing assessments/screenings as part of the IEP/504/SST process. Participates on IEP teams and attends 504/SST meetings as needed.
- Reviews communicable disease guidelines, serves as a resource to staff and parents, and collaborates with the public health department as needed.
- Works as a member of a team with other nurses and health service staff to coordinate and carry out health services in the school community
- Makes appropriate health referrals based upon knowledge of available community health resources
- Provides training and support to staff involved in health services delivery
- Serves as a resource person for instructional staff; is able to develop and deliver appropriate curriculum and materials for instruction in student classrooms regarding dental, nutrition, hand washing, infectious disease control, life threatening allergies, HIV/Aids, human growth and development and other health related topics as needed
- Provides training to school staff on blood borne pathogens, asthma, anaphylaxis and other health concerns as required
- Supports the district's emergency and disaster preparedness plans
- Reports unsafe environmental hazards to the principal

In Addition – The Stepping Stones Group will adhere to all conditions (# 1 – 15) listed in Section H of the RFP.

a. SSG has never failed to complete any work awarded to the organization

b. SSG has never defaulted on a contract.

c. SSG is not subject to any pending litigation which could affect our organization's ability to perform this agreement.

d. SSG has never had a contract terminated for cause.

e. SSG has not been named in any lawsuit related to errors and omissions within the past five years.

f. SSG has never filed for protection under the Federal bankruptcy laws at any time during its existence.

g. There are no other factors or information that could affect SSG's ability to provide the services being sought about which Waterbury should be aware.

EXCEPTIONS AND ALTERNATIVES

SSG has no exceptions or alternatives to this RFP

IMPLEMENTATION PLAN

As the largest provider of special education and behavioral services in the country, SSG has the capacity to fill as many School Nursing positions as required by WPS. Once awarded a contract with WPS, SSG will follow the steps and schedules outlined below to ensure the successful delivery of services. We will maintain open and frequent communication with District staff to ensure a seamless transition from a clinician's hire date to their first day of assignment.

Overview of Process

Before Award

- Begin confirming that any existing clinicians that SDP would like to return are confirmed for the coming school year.
- Building a pipeline of new candidates in anticipation of awarded contract
- Review compliance procedures including necessary certificates, fingerprinting, TB tests, etc.

Awarded Contract

- Submit signed contract and insurance documents
- Identify District's staffing needs, priorities, and preferences
- Begin interviews with candidates to be presented to the District
- Submit clinicians to the District for consideration

Placements

- Verify clinician's credentials (state licensure, certification, etc.)
- Run all necessary compliance per District regulations (fingerprint clearance, identification badge, background check, TB test, etc.)
- Onboard clinician per company policies
- Clinical Manager to assist with setup, scheduling, documentation, and IEP review on the first day of all placements at no additional cost to the District
- Clinician begins assignment at the District

Account Management

- Confirm process for invoicing and contract compliance (any changes from previous year)
- Provide ongoing management of clinician placements
- Provide ongoing clinician supervision, support, and mentoring
- Monitor and evaluate clinicians to ensure quality performance
- Establish District's preferences for the provision of training or CEU events
- Communicate regularly with District personnel

Roles and Responsibilities

Client Services Manager

- Develops relationship with district point of contact
- Understands district compliance expectations
- Submits signed contract and insurance
- Identifies staffing needs
- Submits candidates to district for consideration
- Once candidate is accepted, facilitates district orientation and acquires first day instructions
- Provides intermittent check-ins with clients

Career Services Manager

- Builds a pipeline of candidates
- Reviews candidate's resumes, confirms job history and verifies licensure
- Begins preliminary interviews with candidates
- Launches SSG reference checking process
- Provides list of candidates to Client Services Manager
- Once candidate is accepted, collaborates with SSG Compliance and HR Departments to ensure the new hire has completed the SSG onboarding process and can begin working (examples: background checks, drug screens, fingerprinting, district requirements, etc.)
- Provides intermittent check-ins with employees

Clinical Manager

- Completes candidate clinical interviews
- Reviews references
- Once candidate is hired, completes SSG clinical onboarding process
- Provides consistent, individualized and ongoing support, mentoring and guidance
- Provides monthly touch points with employees
- Implements SSG's programs created to ensure employee success
- Addresses performance concerns and works with district to resolve

Execution Strategy for Delivery of Nursing Services

1st week

- Confirm District expectations, policies, and procedures
- Obtain caseload from the District
- Set up room for services
- Set up logins
- Review student files and/or IEPs
- Create service schedules
- Meet District team and other staff
- Introduce and build rapport with teachers and building administrator/principal
- Obtain list of IEPs and Evaluations that are due within first month
- Start service delivery

30 days

- Ensure all trainings are complete on tracking and managing as well as billing for services
- Connect with case managers to plan for upcoming IEPs
- Check for screening referrals from previous school year and schedule initials
- Make an IEP calendar for the remainder of the year (initials, triennials, etc.)
- Services for all students must be in progress
- Collaboration with teachers and other IEP team members

- If irregularities are noticed within IEP, meet with case manager to hold a possible amendment
- Complete service documentation per District expectations/guidelines
- Establish evaluation deadlines for the school year
- Attend IEPs, if applicable

60-90 days

- Complete Progress Reports per District timeline
- Meet with administration to ensure the District requirements are met to date and adjust if needed

90+ days

- Plan for makeup sessions
- Plan for therapy during District testing weeks, etc.
- Between 90-180 days, especially during the "IEP Season," meet the team and plan in advance to meet the compliance deadlines for annuals and especially evaluations

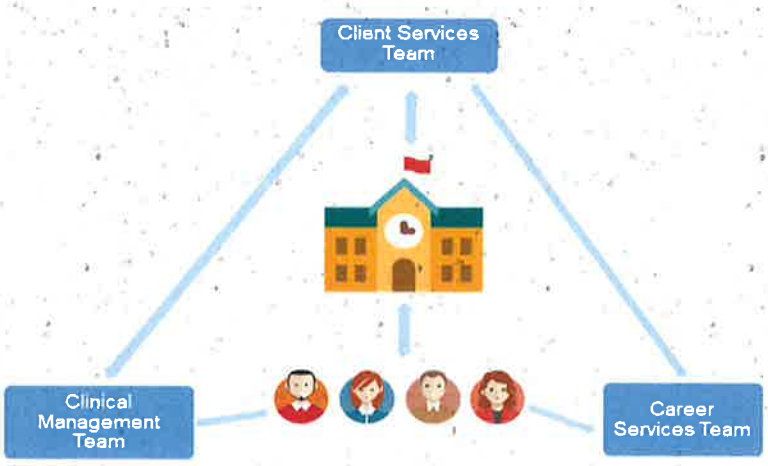
End of the school year

- Obtain information about the closing procedures
- Prepare documents/files giving information about the caseload, location of service delivery, location of files and student folders, and contact person in the school
- Ensure Medicaid documentation is up to date, if applicable
- Complete all scheduled IEPs
- Meet with the District management team to review District staffing needs and assignments, etc.

KEY PERSONNEL

Our organization uses a collaborative approach to ensure that the highest level of service and support is delivered to our school district partners, our employees, and the students served. We refer to this collaborative approach as our **Triad** model, and it is a cornerstone of our company culture.

SSG unifies all areas of District support into a dedicated **Triad** team. This elevates our focus, proficiency, and quality as we work together to deliver excellent customer service to our clients and clinicians. This focused collaboration is our framework for consistent communication, contribution, transparency, and trust. It is the foundation of our client and employee relationships.



Responsibilities for each **Triad** team member are highlighted in the summary below:

Triad Team		
Client Services Manager	**Career Services Manager**	**Clinical Manager**
• Serves as the District's single point of contact and responsible for District satisfaction • Responds to District staffing needs, submits candidates to district for consideration, helps coordinate placements • Regularly reviews recruiting progress for the District's outstanding staffing needs • Oversees invoicing and contract compliance • Provides consistent communication and ongoing support to clients	• Builds an ongoing pipeline of qualified candidates to meet the District's staffing needs • Verifies candidate credentials and begins preliminary interviews • Conducts thorough professional reference checks • Helps coordinate onboarding and District compliance requirements for new hires • Provides intermittent check-ins with employees	• Completes candidate clinical interviews • Delivers ongoing clinical support and reviews best practices with clinicians • Provides supervision, mentoring, and evaluation of staff to ensure we are meeting district expectations and following district policies/procedures • Addresses clinical performance concerns as needed • Provides consistent communication and ongoing support to clinicians

Your dedicated **Triad** support team for Waterbury Public Schools:

Client Services Managers	Career Services Managers	Clinical Managers
Ty Perry 800-337-5965 x624 ty.perry@ssg-healthcare.com	Vanessa Doria 484-302-7379 Vanessa.Doria@ssg-healthcare.com Ian Murray 610-875-6101 Ian.Murray@ssg-healthcare.com	Denine Kohl, MSN, RN, NCSN 213-713-0517 denine.kohl@ssg-healthcare.com Camille Powell, RN, BSN, RNM 954-832-2912 camille.powell@ssg-healthcare.com

Ty Perry – Client Services Manager

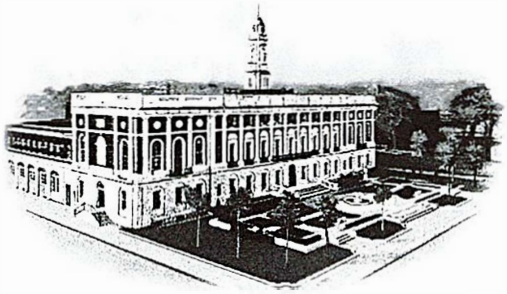
Mr. Perry has over 10 years of School-based Nurse Staffing experience managing large school districts in the Midwest region and east coast. He currently manages our client districts in Maryland, Connecticut, and New Jersey. Mr. Perry brings a wealth of recruitment and professional services experience in nursing.

Camille Powell, RN, BSN, RNM (hon) – Clinical Manager, Nursing Services

Camille is a distinguished licensed nursing professional with over 15 years of experience in a variety of acute care and educational health setting, including medical surgical, emergency, NICU, research, tele-health, pediatrics, and midwifery. As a healthcare practitioner who has cared for children across the lifespan, she has been credited with implementing school-based nursing protocols in vulnerable communities, and served on multiple committees, including Quality Improvement (QI), Infection Control (IC), Patient Safety Committee (PSC) and other special projects.

She currently serves as the Clinical Nurse Manager and enjoys using modeling and technology to train and mentor school nurses in various school districts on how to resolve medical emergencies, improve operations and work as part of the school healthcare team. Camille is a strong advocate for children and consistently works to anticipate the healthcare needs of students in the school community.

185 South Main St. 5th Floor
Waterbury, CT 06706
Hours Mon – Friday 8am – 4pm



Engineering (203) 574-6851
Traffic (203) 574-6820
Fax (203) 574-8277

Engineering Department
www.waterburyct.org
WATERBURY

Memorandum

To: Board of Aldermen

From: Thomas F. Crowe Jr. P.E., Civil Engineer II, PWD

Date: July 31, 2024

Re: **Board of Aldermen Approval Request / DPW Executive Summary** - Construction Contract for Schofield Park Restroom Construction between the City of Waterbury and Dayton Construction Company, Inc. (P100)

The Engineering Department respectfully requests your approval of the above-referenced contract in the amount of $494,320.00 for Schofield Park Restroom Construction between the City of Waterbury and Dayton Construction Company, Inc.

This contract was initiated under the Request for Proposal process (RFP #7367). Responses were received from two firms, Dayton Construction Company, Inc. and Command Construction, LLC. Following an initial evaluation of both proposals the selection committee recommended further negotiation with both companies. Each of the firms responded indicating that their original proposal was their best and final offer. The Selection Committee then continued their evaluation of both proposals and based on Dayton Construction Company's considerable and successful experience working for the City and the unenthusiastic recommendation from two of Command Construction's references voted unanimously to award the contract to Dayton Construction Company, Inc. in the amount of $474,320.00.

The Contract Price has been determined by providing a $20,000.00 owner controlled contingency allowance in addition to the Contractor's proposed Price ($474,320.00).

Dayton Construction Company, Inc. has successfully completed a number of construction projects for Waterbury including the Naugatuck River Greenway Project, East Liberty Street Bridge Replacement, Freight Street Improvements, Library Park Improvements and others.

The Schofield Park Restroom Construction project consists of installing a precast concrete restroom building at Schofield Park similar to those recently installed in many of the other City parks. The new facility will be equipped with new electric, water, sewer and signal utility services. All work will be performed as detailed and described in the Proposal Documents. The work will be supervised by the Department of Engineering.

In addition to the one-year Contractor Warranty for materials, workmanship and installation, the various components for the electrical, water and sanitary systems will have industry standard warranties against product failure.

The Contract Term will require Substantial Completion by June 2nd, 2025 with Final Completion by July 2nd, 2025. The project is being funded with a $350K Urban Act Grant from the State of Connecticut along with $144,320 of local capital funding and is subject to CHRO requirements.

Accordingly, attached for your review and consideration are copies of the proposed contract; the Successful Contractor's Proposal Form, Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Please note further that one "record copy" of the Construction Documents, including the Contract and Plans, plus all attachments in our possession to date, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

TFC/tfc
Attachments

cc: Attorney Lynn McHale, via email, w/o attachments, File: P100

CONSTRUCTION CONTRACT
for

SCHOFIELD PARK RESTROOM CONSTRUCTION

between
The City of Waterbury, Connecticut

and

DAYTON CONSTRUCTION COMPANY, INC.
(CT DEEP FUNDED)

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and DAYTON CONSTRUCTION COMPANY, INC. located at 146 BUNKER HILL ROAD, WATERTOWN, CT 06795, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 7367** for **SCHOFIELD PARK RESTROOM CONSTRUCTION**; and,

WHEREAS, the City accepted the Contractor's Proposal for **RFP Number 7367;** and,

WHEREAS, the City desires to obtain the Contractor's services for **SCHOFIELD PARK RESTROOM CONSTRUCTION** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of **SCHOFIELD PARK RESTROOM CONSTRUCTION** as detailed and described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 7367** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 7367** Addendum #1, dated June 17, 2024 and consisting of 2 pages (attached hereto);

1.1.3 Contractor's Proposal, dated June 26, 2024 and consisting of 43 pages, submitted in response to **RFP Number 7367** and (attached hereto);

1.1.4 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (attached hereto);

1.1.7 Technical Specifications consisting of 57 pages (attached hereto);

1.1.8 Drawings entitled "SCHOFIELD PARK, CITY OF WATERBURY, RESTROOM CONSTRUCTION, CONTRACT PLANS PROJECT P100", dated May 2024 and consisting of a Cover Sheet and 5 drawing sheets (attached hereto);

1.1.9 Special Conditions (Article 1 – Article 25) consisting of 9 pages (attached hereto);

1.1.10 General Conditions (Article 1 – Article 114) consisting of 35 pages (attached hereto);

1.1.11 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference), and

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

1.2. The entirety of **Attachment A, Attachment B-1, Attachment B-2** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

1.2.1 Federal laws and regulations
1.2.2 State, and local laws, regulations, charter and ordinances
1.2.3 Contract Amendment(s) and Change Orders
1.2.4 Contract
1.2.5 Contractor's Price Proposal Form
1.2.6 Special Conditions
1.2.7 General Conditions
1.2.8 Technical Specifications
1.2.9 Drawings

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and

ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State

and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's proposal documents and other documents for **RFP Number 7367** (collectively "Proposal Documents");

3.1.7. it agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full

responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or

required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

3.15. CONSTRUCTION CONTRACTS - REQUIRED CONTRACT PROVISIONS – BUNKER HILL SCHOFIELD PARK – The Contractor is hereby put on notice that this Contract is a municipal public works contract anticipated to be funded in whole or in part by a CT DEEP grant which requires that this Agreement is subject to the **STANDARD TERMS AND CONDITIONS (Rev.07/01/21)** attached hereto as **Attachment B-1** and made a part hereof. Contractor shall comply with said **STANDARD TERMS AND CONDITIONS (Rev.07/01/21),** Section 12.4, Section 13.3 and "**Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi Public Agency Project Contracts", dated REV.20220808**, attached hereto as **Attachment B-2** and incorporated herein.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract by **June 2, 2025** and shall reach Final Completion of all work and services under this Contract by **July 2, 2025**, and in accordance with the following Project Milestones (all collectively hereinafter referred to as "Contract Time"):

Project Milestone #1: The time to prepare and provide shop drawings and other required submittals will be **FIFTY-SIX (56)** calendar days from Notice to Proceed.

Project Milestone #2: The time to manufacture and deliver the precast restroom building will be **ONE HUNDRED SIXTY-EIGHT (168)** calendar days from approval of the building shop drawings.

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **FOUR HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($494,320.00**) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's Proposal, dated June 26, 2024, and consisting of 5 pages, which is summarized below:

i. $474,320.00……(Base Bid Items 1-9)

And,

ii. $ 20,000.00……...(Owner Controlled Contingency Allowance, only to be used upon prior written approval of the City Engineer, or his designee)

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its

review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP Number 7367** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to

furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services,

equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.1.1 The Contractor shall indemnify, defend and hold harmless the State of Connecticut 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 Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor 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 Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and State of Connecticut from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or

subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 each Occurrence

$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Contractor Pollution Liability Insurance:

$1,000,000.00 each Occurrence/Claim

$1,000,000.00 Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City and State of Connecticut as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the State of Connecticut and City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and State of Connecticut are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation".** The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

11.8. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

11.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of

each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as may be amended from time to time.

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract:

i. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) that is independent.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS ($50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as

subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by Public Act 23-204, and as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56; and

(5) Nondiscrimination affirmation provision. The Contractor understands the obligations of this section 13.3 and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section 13.3. The authorized signatory of the Contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, [or] (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the Contract.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor’s and each Subcontractor’s payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R.

§135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

15.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from

future HUD assisted contracts.

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the

applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit the Contractor’s books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to

the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request**.**

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case

the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 7367**, and **(ii)** the Contractor's response to **RFP Number 7367**. Said historical documents are attached hereto as part of **Attachment A.**

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the

successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor:
DAYTON CONSTRUCTION COMPANY, INC.
146 Bunker Hill Road
Watertown, CT 06795

City:
Tom Crowe, Project Manager
Public Works Department
Jefferson Square Building
185 South Main Street
Waterbury, Connecticut 06706

With copy to:
City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion (ii) Final Completion and any other identified Project Milestone.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.10 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.11 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.12 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.13 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.14 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.15 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.16 Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

35.17 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: **City of Waterbury Public Works Department.**

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

DAYTON CONSTRUCTION COMPANY, INC.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 7367** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 7367** Addendum #1, dated June 17, 2024 and consisting of 2 pages (attached hereto);

1.1.3 Contractor's Proposal, dated June 26, 2024 and consisting of 43 pages, submitted in response to **RFP Number 7367** and (attached hereto);

1.1.4 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.5 Certificates of Insurance (attached hereto);

1.1.6 Performance Bond and Payment Bond (attached hereto);

1.1.7 Technical Specifications consisting of 57 pages (attached hereto);

1.1.8 Drawings entitled "SCHOFIELD PARK, CITY OF WATERBURY, RESTROOM CONSTRUCTION, CONTRACT PLANS PROJECT P100", dated May 2024 and consisting of a Cover Sheet and 5 drawing sheets (attached hereto);

1.1.9 Special Conditions (Article 1 – Article 25) consisting of 9 pages (attached hereto);

1.1.10 General Conditions (Article 1 – Article 114) consisting of 35 pages (attached hereto);

1.1.11 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference), and

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

ATTACHMENT B-1

STANDARD TERMS AND CONDITIONS (Rev.07/01/21) attached hereto as **Attachment B-1** and made a part hereof

ATTACHMENT B-2

"Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi Public Agency Project Contracts", dated REV.20220808, attached hereto as **Attachment B-2** and incorporated herein.**"**

1. Definitions:

a. State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.

b. Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.

c. Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.

d. Contractor Parties. Contractor Parties shall be defined as a Contractor'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 Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."

e. Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.

f. Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars ($25,000.00) or more, by the authorized representative of the state Attorney General's office.

g. Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

h. Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, 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.

i. Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

j. Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

k. Claim. Claim shall mean, 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.

2. Audit Requirements for Recipients of State Financial Assistance. 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 Agency 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. Forum and Choice of Law. The parties deem the Contract 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 Contract 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 Contractor 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.

4. Termination.

a. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

b. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

c. The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

e. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

f. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract 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 Contractor or Contractor Parties or any third party.

g. Upon Termination of the Contract, 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 Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

h. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Tangible Personal Property.

a. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

b. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6. Indemnification.

a. The Contractor 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 Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor 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 Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor 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 contributed to the Acts giving rise to the Claims.

e. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor 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 the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract 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. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

7. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract 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 Contract. To the extent that this section conflicts with any other section, this section shall govern.

8. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

9. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract 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 Contractor 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 Contractor 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 Contractor 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 Contract, especially including the Bid, 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 Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, 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 Contractor 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 Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

10. Protection of Confidential Information.

a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
3. A process for reviewing policies and security measures at least annually;
4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

c. The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include,but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the

circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

11. Executive Orders.

a. All references in this Contract 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 Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

b. This Contract 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 Contract as if they had been fully set forth in it.

c. This Contract 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; (2) Executive Order No. 61 of Governor Dannel 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; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. 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 Contract as if fully set forth in it.

12. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

13. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

14. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.

15. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

16. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

17. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

18. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.

19. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.

20. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are

certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.

21. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars ($1,000.00) or more per unit be approved by the Commissioner before acquisition.

22. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

23. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.

24. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

25. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract 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 Contract shall be valid and enforced to the fullest extent possible by law.

26. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

27. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi-Public Agency Project Contracts

(A) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(B) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(C) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(D) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a

minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(E) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(F) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

RFP #7367

ATTACHMENT E

Price & Time Proposal

(Must be submitted as part of Proposal in a separate sealed envelope, marked "Confidential: Price Proposal")

RFP #7367

RFP ATTACHMENT E

Price & Time Proposal

(Shall be prepared andsubmitted in accordance with RFP Section I. Submittal Requirements & Required Format)

Date: June 26, 2024

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Dayton Construction Company, Inc.
(Print or Type Business/Corporate Name)

146 Bunker Hill Road
(Print or Type Business Address)
Watertown, Connecticut 06795

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on the Non-Collusion Affidavit and Acknowledgment Affidavit **(RFP Attachment C)**, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[Price & Time Proposal continued on following page(s)]

SCHOFIELD PARK RESTROOM CONSTRUCTION

PRICE PROPOSAL

ITEM NO.	REF. NO.	BRIEF DESCRIPTION OF ITEM WITH UNIT PRICES (In Words)	UNIT	EST. QTY.	UNIT PRICES (In Figures)	TOTAL AMOUNT (In Figures)
1	9.75-1R	MOBILIZATION, SITE PREPARATION and DEMOBILIZATION for the Lump Sum of Eighty One Thousand Dollars and Zero Cents	LS.	1	$ 81,000.00	$ 81,000.00
2	2.11-1R	CONSTRUCTION ENTRANCE for the Unit price of Ten Dollars and Zero Cents per Square Yard	S.Y.	50	$ 10.00	$ 500.00
3	9.21-1R	CONCRETE SIDEWALK for the Unit Price of Twenty Dollars and Zero Cents per Square Foot	S.F.	1400	$ 20.00	$ 28,000.00
4	9.22-1R	Trafficperson (Municipal Police Officer) an allowance of TEN THOUSAND Dollars and ZERO Cents	ALLOW.	1	$10,000.00	$10,000.00
5	9.44-1R	Trafficperson (Uniformed Flagger) for the Unit Price of Sixty Five Dollars and Zero Cents per Hour	HR.	128	$ 65.00	$ 8,320.00
6	13.01-1R	FURNISH AND INSTALL ELECTRIC SERVICE for the Lump Sum Price of Thirty One Thousand Dollars and Zero Cents	LS.	1	$ 31,000.00	$ 31,000.00
7	14.01-1R	FURNISH & INSTALL WATER SERVICE for the Lump Sum Price of Sixteen Thousand Five Hundred Dollars and Zero Cents	LS.	1	$ 16,500.00	$ 16,500.00

ITEM NO.	REF. NO.	BRIEF DESCRIPTION OF ITEM WITH UNIT PRICES (In Words)	UNIT	EST. QTY.	UNIT PRICES (In Figures)	TOTAL AMOUNT (In Figures)
8	15.01-1R	FURNISH & INSTALL SANITARY SEWER LATERAL for the Lump Sum Price of Twenty Four Thousand Dollars and Zero Cents	LS.	1	$ 24,000.00	$ 24,000.00
9	21.02-1R	FURNISH & INSTALL PRECAST CONCRETE RESTROOM BUILDING for the Lump Sum Price of Two Hundred Seventy Five Thousand Dollars and Zero Cents	LS.	1	$ 275,000.00	$ 275,000.00

TOTAL RFP PRICE (Sum of Total Amounts for All Bid Items set out above – Items 1-9)	
In Words	**In Figures**
Four Hundred Seventy Four Thousand Three Hundred Twenty Dollars and Zero Cents	$ 474,320.00

CONTRACT COMPLETION TIME PROPOSAL

Bid Item T1: The time needed to commence work will be Sixty (60) calendar days following receipt of a fully executed Contract and a notice to proceed from the City ("NTP").

Bid Item T2: The time to prepare and provide shop drawings and other required submittals will be 28 to 56 (United Concrete) calendar days from said NTP.

Bid Item T3: The time to manufacture and deliver the precast restroom building will be 112 to 168 (United Concrete) calendar days from approval of the building shop drawings.

Bid Item T4: The time to substantially complete the work shall be Thirty (30) calendar days from delivery and placement of the precast restroom building.

Bid Item T5: The time to final completion shall be Thirty (30) calendar days following Bid Item T4.

The Proposer understands and agrees to perform the work within time schedule proposed above.

Proposers must fill in all blank spaces on the Price and Time Proposal and must summit a price for every item, or the Proposal may, at the City's discretion, not be considered. The price of each item on the Price Proposal form shall be stated in the format requested. (i.e., in words and/or in figures). In case of a discrepancy, the amount in words shall prevail.

Price Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses and costs. This price should encompass the entire Scope of Services in this RFP and include costs of all labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project.

The undersigned also agrees that any quantities indicated are for price comparison purposes only and are not represented to be actual quantities to be procured and/or required for completion of the Project.

The undersigned hereby certifies under the penalties of perjury that this Price Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Respectfully submitted by:

Signature of Authorized Official

Matthew C. Dayton
Name of Authorized Official (Print or Type)

President
Title of Authorized Official (Print or Type)

Proposer shall provide Proposer's Contact Information below:

860 274 2998
Business Telephone Number: (Print or Type)

203 597 7471
Business Mobile Number: (Print or Type)

dcci@dayton-construction.com
Business Email Address: (Print or Type)

matt@dayton-construction.com
Authorized Official's Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF RFP ATTACHMENT E

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Watertown

County of Litchfield

Matthew C. Dayton, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** President (circle/complete as applicable) of Dayton Construction Company, Inc. (Contractor's Name), the Contractor that has submitted the attached Agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

X The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

_X_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.

____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Matthew C. Dayton	President			04/26/1981
2	Ryan M. Dayton	Vice President	GEN2, LLC		08/23/1982
3	Edward M. Sakl III	Treasurer	LAS 3, LLC		01/23/1983
4	Colleen S. Carroll	Secretary	10 DRD, LLC		08/03/1987
	Scott A. Dayton	Vice President			08/01/1989

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	Dayton Construction Company, Inc.		Contract: Prospect Street Parking Facility		
2	Dayton Construction Company, Inc.		Contract: Waterbury Naugatuck Greenway Phase I		
3	Dayton Construction Company, Inc.		Contract: Mill Street Park		
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Organization Name (if none state NONE)	Address	Type of Ownership
1	NONE		
2			
3			
4			

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name (if none state NONE)	Title		DOB	Stock %
1	Matthew	President	Please See	Above	
2	Ryan & Scott	Vice President	Please See	Above	
3	Edward	Treasurer	Please See	Above	
4	Colleen	Secretary	Please See	Above	
	Lynn, Alan & Sandra Sakl	Shareholder(s)	07/28/1954, 07/28/1955, & 10/16/1957		76.9737%

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	Dayton Construction Company, Inc.			1031 West Main	Street
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state "None" (once within in grid – not within each box):

	TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE		
2			
3			
4			

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification (Please complete applicable section below.)

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's Agreement with the City of Waterbury.

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

_____
Witness

_____
Name of Partnership/Business (Print of Type)

By: _____
Signature of General Partner/ Sole Proprietor

_____
Name of General Partner/ Sole Proprietor (Print of Type)

Address of Business: _____

_____

_____

State of _____)

) SS

County of _____)

_____being duly sworn, deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20_____.

_____
Signature of Notary Public

_____
Name of Notary Public (Print of Type)

SEAL

My Commission Expires: _____

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Colleen S Carroll Seay.
Witness
Colleen S. Carroll, Secretary

Dayton Construction Company, Inc.
Name of Corporation (Print of Type)

Address of Business: 146 Bunker Hill Road
Watertown, Connecticut 06795

Affix Corporate Seal

By: _____
Signature of Authorized Corporate Officer

Matthew C. Dayton
Name of Authorized Corporate Officer (Print of Type)

Its: President
Title of Authorized Corporate Officer (Print of Type)

State of Connecticut)
) SS Watertown
County of Litchfield)

Matthew C. Dayton being duly sworn, deposes and says that he/she is President of Dayton Construction Company, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 26th day of June 20 24.

Pamela M Bosse
Signature of Notary Public

Pamela Bosse
Name of Notary Public (Print of Type)

My Commission Expires: 30 June 2028

PAMELA BOSSE NOTARY PUBLIC SEAL MY COMM. EXP. 06/30/2028 CONNECTICUT

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date 7/25/2024**

To: **Thomas Crowe- Civil Engineer**
Public Works

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***are not delinquent***.

Dayton Construction Company, Inc.
Lynn, Alan, Matthew, Scott, & Ryan Dayton
Colleen S. Carroll
Sandra & Edward Sakl
146 Bunker Hill Rd.
Watertown, CT 06795

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

WATERBURY
DEVELOPMENT CORPORATION

Date: August 1, 2024

To: Michael DiGiovancarlo
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul Pernerewski

From: Ron Cassella – Vice President of
Operations & Construction, WDC RAC

Subject: **First Amendment for Extension of Time for the Fulton Park Pool Project**

Dear Honorable Board Members:

I respectfully request that a place be reserved on your meeting agenda to be held on August 12, 2024 for the following item:

First Amendment for an Extension of Time for the Fulton Park Pool Project. This amendment requires for the Fulton Park Pool House Renovation Project between the City of Waterbury and Montagno Construction. As you know, WDC on behalf of the city has been overseeing the renovation of the Fulton Park Pool House, Pump House and Pool Construction. Once approved, this Amendment would extend Montagno Contract from August 13, 2024 to May 31, 2025.

Some of the reasons for the time extension are:

- Time lost due to additional HAZMAT testing required (Pump House/Pool House & Pool)
- Additional Pool House Abatement removal & disposal
- Extreme existing underground water conditions encountered
- Removal & replacement of the existing exterior Pool House walls
- Delayed State Health Department Permit hold-up (approval took approximately 10 months from submission)
- Late pool equipment delivery (caused by late State Health Department permit approval)

Some of the reasons we were unable to meet the August 1, 2024 cutoff:

- Approval of the State Health Department Permit effected the delivery of critical pool equipment.
- Finalizing the construction Schedule relative to procurement of above-mentioned equipment.
- Determining if additional OCCA funds would be required. (Which they are not)

We anticipate on submitting all of documents associated with the amendment prior to the Board of Alderman meeting on August 12, 2024.

If you should have any additional questions, please do not hesitate to reach out.

WATERBURY
DEVELOPMENT CORPORATION

Date: August 1, 2024

To: Michael DiGiovancarlo
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul Pernerewski

From: Ron Cassella – Vice President of
Operations & Construction, WDC

Subject: **First Amendment for Extension of Time for the Washington Park Pool Project**

Dear Honorable Board Members:

I respectfully request that a place be reserved on your meeting agenda to be held on August 12, 2024 for the following item:

First Amendment for an Extension of Time for the Washington Park Pool Project. This amendment requires for the Washington Park Pool House Renovation Project between the City of Waterbury and Montagno Construction. As you know, WDC on behalf of the city has been overseeing the renovation of the Washington Park Pool House, Pump House and Pool Construction. Once approved, this Amendment would extend Montagno Contract from September 12, 2024 to May 31, 2025.

Some of the reasons for the time extension are:

- Time lost due to additional HAZMAT testing required (Pump House/Pool House& Pool)
- Additional Pool House and Pool Abatement removal & disposal
- Existing underground water conditions encountered. Additional drainage required
- Removal & replacement of the existing exterior Pool House walls
- Delayed State Health Department Permit hold-up (approval took approximately 10 months from submission)
- Late pool equipment delivery (caused by late State Health Department permit approval)

Some of the reasons we were unable to meet the August 1, 2024 cutoff:

- Approval of the State Health Department Permit effected the delivery of critical pool equipment.
- Finalizing the construction Schedule relative to procurement of above-mentioned equipment.
- Determining if additional OCCA funds would be required. (Which they are not)

We anticipate on submitting all of documents associated with the amendment prior to the Board of Alderman meeting on August 12, 2024.

If you should have any additional questions, please do not hesitate to reach out.

30

July 24, 2024

Michael Dalton
City Clerk
235 Grand Street
Waterbury, CT 06702

Dear Mr. Dalton:

This is to advise you that I hereby resign from the Environmental Control Commission effective today.

Very truly yours,

Saverio Romanelli

Saverio Romanelli

RECEIVED
2024 JUL 24 P 1:46
WATERBURY CITY CLERK

10



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: July 30, 2024

To: Mr. Michael DiGiovancarlo
President, Board of Aldermen

Members, Board of Aldermen
Mayor Paul K. Pernerewski, Jr.

From: Michael LeBlanc, Director of Finance & WPC Primary Representative MJL
Stephen Kasle, Resident Engineer, JACOBS

Re: $2,795,331.00 Headworks Improvements Screenings and Grit Equipment Replacement with C.H. Nickerson Company, Inc. of Torrington, Connecticut.

Kindly give favorable consideration by approving the above referenced contract in the amount of $2,795,331.00 for Headworks Improvements Screenings and Grit Equipment Replacement between the City of Waterbury and C.H. Nickerson Company, Inc. of Torrington, CT.

The project scope involves replacement of the existing Grit Collection Equipment and West Bar Screen. The replacement of the Grit equipment will consist of removal of the two (2) aging Grit Bucket Elevators and replace them with Shafted Screw Conveyors and Grit Pumps. Part of the new Grit equipment will also include two (2) new Grit Washer Cyclones and two (2) Grit Screws which will conveyor the washed grit into disposal containers.

This contract was initiated under the Request for Proposal process (RFP No. 7779). The proposal yielded three respondents. All three respondents, C.H. Nickerson Company, Associated Construction Company and R.H. White Construction were all well qualified and experienced in this type of work. C.H. Nickerson's cost proposal was half a million dollars lower than the next lowest bidder's cost proposal. C.H. Nickerson is currently performing a $9.5 million process equipment replacement project at the WPCF as well as a Pump and Mixing Improvement project at the Waterbury Water Treatment Plant for approximately $8 million. The unanimous choice by the Selection Committee for this project was to award to C.H. Nickerson Company, Inc.

Please note further, that one "record copy" of the Construction Documents (including Technical Specifications, General Conditions, Special Conditions and Drawings), the contract and all related attachments has been placed on file with the City's Clerk Office. Lastly, please be advised that Jacobs Engineering Group will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

CONSTRUCTION CONTRACT
for

WATER POLLUTION CONTROL FACILITY

Headworks Improvements Screenings And Grit Equipment Replacement
between
The City of Waterbury, Connecticut
and

C.H. NICKERSON & CO., INC.

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and C.H. NICKERSON & CO., INC., located at 49 HAYDEN HILL RD, TORRINGTON, CT 06790, a State of Connecticut duly registered domestic corporation (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 7779** for **WATER POLLUTION CONTROL FACILITY Headworks Improvements Screenings And Grit Equipment Replacement**; and,

WHEREAS, the City accepted the Contractor's Proposal (as subsequently negotiated and revised) for **RFP Number 7779**; and,

WHEREAS, the City desires to obtain the Contractor's services for **WATER POLLUTION CONTROLFACILITY Headworks Improvements Screenings And Grit Equipment Replacement** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project* as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

* **The parties hereto agree that Bid Item 2.0 is hereby deleted from the Scope of Services.**

1.1. The Project consists of **WATER POLLUTION CONTROL FACILITY Headworks Improvements Screenings And Grit Equipment Replacement** as detailed and described in the Bid Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 7779** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 7779** Addendum #1, dated June 17, 2024 and consisting of 18 pages (attached hereto);

1.1.3 **RFP Number 7779** Addendum #2, dated June 20, 2024 and consisting of 2 pages (attached hereto);

1.1.4 **RFP Number 7779** Addendum #3, dated July 3, 2024 and consisting of 4 pages (attached hereto);

1.1.5 Contractor's Proposal, dated July 11, 2024 and consisting of 82 pages, including Contractor's Price Proposal, dated July 11, 2024 and consisting of 2 pages submitted in response to **RFP Number 7779**, and Contractor's revised Price Proposal, dated July 22, 2024 and consisting of 4 pages (all attached hereto);

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.7 Certificates of Insurance (attached hereto);

1.1.8 Performance Bond and Payment Bond (attached hereto);

1.1.9 Technical Specifications consisting of 534 pages (attached hereto);

1.1.10 Drawings prepared by Jacobs entitled "**WATER POLLUTION CONTROL FACILITY Headworks Improvements Screenings And Grit Equipment Replacement**, 210 MUNICIPAL ROAD, CT", dated December 2023 and consisting of 31 sheets (attached hereto);

1.1.11 Special Conditions (Article 1 – Article 33) consisting of 20 pages (attached hereto);

1.1.12 General Conditions (Article 1 – Article 111) consisting of 34 pages

(attached hereto);

1.1.13 State Wage Rate Documentation (attached hereto);

1.1.14 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.15 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference), and

1.1.16 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

1.2.1 Federal laws and regulations
1.2.2 State, and local laws, regulations, charter and ordinances
1.2.3 Contract Amendment(s) and Change Orders
1.2.4 Contract
1.2.5 Contractor's Price Proposal Form
1.2.6 Special Conditions
1.2.7 General Conditions
1.2.8 Technical Specifications
1.2.9 Drawings

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its

supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's bid document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the bid process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its bid and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its bid proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the bid process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the

Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the Contract Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP Number 7779** (collectively "Proposal Documents");

3.1.7. it agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. **Contractor's Employees.** The Contractor shall at all times enforce strict

discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses,

fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract within **SIX HUNDRED THIRTY (630)** consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion of all work and services required under this Contract within **SEVEN HUNDRED FIFTY (750)** consecutive calendar days of the City's written Notice to Proceed (hereinafter referred to as "Contract Time").

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and

agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **ONE THOUSAND DOLLARS AND ZERO CENTS ($1,000.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **TWO MILLION SEVEN HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED THIRTY-ONE DOLLARS AND ZERO CENTS ($2,795,331.00**) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's Proposal, dated July 11, 2024 and Contractor's revised Price Proposal, dated July 22, 2024 and consisting of 4 pages, which is summarized below:

i. $ 2,490,331.00.…(Bid Item 1- Lump Sum)
ii. $ 0.00…..(Bid Item 2 –DELETED)
iii. $ 30,000.00…..(Bid Item 3 - Allowance to provide electrical modifications and wire replacement)
iv. $ 20,000.00…..(Bid Item 4 – Allowance for extension of east Compactor discharge chute)
v. $ 50,000.00.....(Bid Item 5 - Allowance for Screenings and Grit Containers)
vi. $ 20,000.00.....(Bid Item 6 - Allowance for Building Permit)

And,

vii. $ 185,000.00.....(Owner Controlled Contingency Allowance, only to be used upon prior written approval of the City's WPC Primary Representative)

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 7779** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor , any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance:
$2,000,000.00 each Occurrence
$2,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Professional Liability/E&O Insurance:
$1,000,000.00 each Wrongful Act
$1,000,000.00 Aggregate

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City, the City of Waterbury Water Pollution Control Department, and CH2M HILL ENGINEERS Inc., a subsidiary of Jacobs Engineering Group as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury, the City of Waterbury Water Pollution Control Department, and CH2M HILL ENGINEERS Inc., a subsidiary of Jacobs Engineering Group are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability. All policies shall include a**

Waiver of Subrogation except Professional Liability". The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

11.8. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

11.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as may be amended from time to time.

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract:

i. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services

Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) that is independent.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, if the municipal public works contact awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contact, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS ($50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public

works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the

employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by Public Act 23-204, and as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56; and

(5) Nondiscrimination affirmation provision. The Contractor understands the obligations of this section 13.3 and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section 13.3. The authorized signatory of the Contract shall demonstrate his or her understanding

of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, [or] (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the Contract.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs

Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor’s and each Subcontractor’s payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized

officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Housing and Urban Development Section 3 Clause. In the event this Contract is

funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

15.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from

future HUD assisted contracts.

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to

compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit the Contractor’s books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and

the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request**.**

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent

with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 7779**, and **(ii)** the Contractor's response to **RFP Number 7779**. Said historical documents are attached hereto as part of **Attachment A.**

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: C.H. NICKERSON & CO., INC.
49 Hayden Hill Rd
Torrington, CT 06790

City: City of Waterbury
Water Pollution Control Department
210 Municipal Road
Waterbury, CT 06708

With copy to: Jacobs Engineering Group, Inc.
210 Municipal Road
Waterbury, CT 06708

And: City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the

governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion (ii) Final Completion and any other identified Project Milestone.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.10 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.11 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.12 Project Engineer or Manager: **CH2M HILL ENGINEERS Inc., a subsidiary of Jacobs Engineering Group (hereinafter "Jacobs Engineering Group")**

35.13 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.14 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.15 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.16 Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

35.17 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: **Water Pollution Control Department.**

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____
Print name: Paul K. Pernerewski, Jr.
Mayor

Sign:_____ Date: _____
Print name:

WITNESSES: **C.H. NICKERSON & CO., INC.**

Sign:_____ By:_____
Print name: Print name:
Its _____

Sign:_____
Print name: Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 7779** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 7779** Addendum #1, dated June 17, 2024 and consisting of 18 pages (attached hereto);

1.1.3 **RFP Number 7779** Addendum #2, dated June 20, 2024 and consisting of 2 pages (attached hereto);

1.1.4 **RFP Number 7779** Addendum #3, dated July 3, 2024 and consisting of 4 pages (attached hereto);

1.1.5 Contractor's Proposal, dated July 11, 2024 and consisting of 82 pages, including Contractor's Price Proposal, dated July 11, 2024 and consisting of 2 pages submitted in response to **RFP Number 7779**, and Contractor's revised Price Proposal, dated July 22, 2024 and consisting of 4 pages (all attached hereto);

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusive Affidavit (incorporated by reference);

1.1.7 Certificates of Insurance (attached hereto);

1.1.8 Performance Bond and Payment Bond (attached hereto);

1.1.9 Technical Specifications consisting of 534 pages (attached hereto);

1.1.10 Drawings prepared by Jacobs entitled "**WATER POLLUTION CONTROL FACILITY Headworks Improvements Screenings And Grit Equipment Replacement**, 210 MUNICIPAL ROAD, CT", dated December 2023 and consisting of 31 sheets (attached hereto);

1.1.11 Special Conditions (Article 1 – Article 33) consisting of 20 pages (attached hereto);

1.1.12 General Conditions (Article 1 – Article 111) consisting of 34 pages

(attached hereto);

1.1.13 State Wage Rate Documentation (attached hereto);

1.1.14 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.15 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference), and

1.1.16 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

The City of Waterbury
DEPARTMENT OF INSPECTION
185 South Main Street, 5th floor
Waterbury, CT 06706
(203) 574-6832

July 31, 2024

Honorable Board of Aldermen
c/o City Clerk
236 Grand Street
Waterbury, CT 06702

Dear Honorable Board of Aldermen:

Attached please find a request for refund from Millstream Construction, 255 Williams St E, Glastonbury, CT 06033 (860) 748-3459 – BUILDING PERMIT PR20240002648 regarding 140 PINEHURST AVE., WATERBURY, CT. This permit has been cancelled and no work was done. I respectfully request that the Board of Aldermen refund the cost of the Permits minus 10% processing fee as follows:

PERMIT FEE	$ 325.00
CA FEE	$ 50.00
Minus 10%	$ 37.50
TOTAL REFUND	***$ 337.50***

Attached please find the voucher and supporting documents, which are necessary for Finance to process this refund. Please forward these documents to Finance along with your letter of approval if this request is granted, so that they may process the refund. ***Please send payment to Millstream Construction, 255 Williams St E, Glastonbury, CT 06033.***

Thank you for your assistance in this matter.

Sincerely,

E. Gil Graveline
Building Official

SO

FORM A

City of Waterbury

Vendor #: _____ Ship to: _____

Vendor name: **Millstream Construction**

Address 1:

Address 2: **255 Williams St E**

City: **Glastonbury, CT 06033**

Finance Office Use Only
Voucher #:
Date Entered:
By:

WPC Office use Only

PLEASE MAIL REFUND TO: **Millstream Construction**
255 Williams St E
Glastonbury, CT 06033

Invoice #: _____ Invoice Date: / / Handling Code No PO Invoice Amount $: _____

Description: Refund of Permit Fees

	Process level (Fund)	Accounting Unit	Account	Activity	Category	Distribution Amount
1	10	50400001	441041			$ 292.50
2	10	50400001	441054			$ 45.00
3						
4						
5						
6						
7						

Comments:

Totals: **$ 337.50**

Reimbursement of Permit fees for cancelled
ROOFING PERMIT PR20240002648 RE: 140 PINEHURST AVE

Date received in Finance

Department: Inspection

Date Submitted: July 31, 2024

Approval (Dept Head): E. Michael Krawiec

[redacted]

[redacted]
Glastonbury, CT 06033
Phone: (860) 748-3459

July 26, 2024

Building Dept.
City of Waterbury
236 Grand St
Waterbury, CT 06702

Subject: Request for Refund of Building Permit Fee

Dear Building Department,

I hope this message finds you well. I am writing to formally request a refund for the building permit fee associated with the roofing project located at 140 Pinehurst Ave. Due to a change in plans, the homeowner decided not to proceed with the roofing work that was intended to be covered by this permit.
As a result, I would like to request that the permit be closed and a refund of the permit fee, as the permit will no longer be utilized.

Here are the relevant details for your reference:

- Permit Number: PR20240002648
- Date of Permit Issuance: 7/19/24
- Project Description: Roofing Replacement

Please let me know if you require any further information from my end.

Thank you very much for your attention to this matter. I look forward to your prompt response and the processing of the refund.

Sincerely,

[redacted]

The City of Waterbury
236 Grand Street, Waterbury, Connecticut 06702
Inspections: (203) 574-6832 Public Works (203) 574-6885
City Planning (203) 574-6817 Fire Marshal (203) 597-3452

Bureau of Water
21 East Aurora Street, Waterbury, Connecticut 06702
Phone: (203) 574-8251 Fax: (203) 574-8382

Water Pollution Control
210 Municipal Road, Waterbury, Connecticut 06708
Phone: (203) 574-8265 Fax: (203) 574-8269

RECEIPT OF PAYMENT

Receipt Number: 2024061278
Receipt Date: 07/19/2024
Date Paid: 07/19/2024
Full Amount: $378.12

Payment Details:	Payment Method	Amount Tendered	Check Number
	Check	$378.12	7536

Amount Tendered: $378.12
Change / Overage: $0.00
Contact: Millstream Construction, Address:255 Williams St E, Phone:(860) 748-3459

FEE DETAILS: 140 PINEHURST AVE

Fee Description	Reference Number	Amount Owing	Amount Paid
State Education Fee (Roof)	PR20240002648	$3.12	$3.12
BD - Roofing Permit	PR20240002648	$325.00	$325.00
BD - CA Fee	PR20240002648	$50.00	$50.00

Sandy Gesner

sgrant@waterburyct.org

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Roy E. Cavanaugh, P.E., City Engineer

Date: July 30, 2024

Re: **Board of Aldermen Approval Request / Engineering Department Executive Summary** - Construction Contract for the 2024 Crack Filling Program between the City of Waterbury and ILine, LLC

The Engineering Department respectfully requests your approval of the above-referenced contract in the amount of $110,000.00 for the 2024 Crack Filling Program Project between the City of Waterbury and ILine, LLC ("ILine").

This contract was initiated under the Request for Proposal process (RFP #8187). There were three (3) responses to the Request for Proposal (Connecticut Sealcoating LLC, Annseal Inc., and ILine). After reviewing the submissions, the Selection Committee requested that further negotiations be entered into with ILine (see attached Selection Committee's Recommendation of Negotiation). After review of ILine's experience with the work required and successful completion of many similar projects, the Selection Committee recommended that this work be awarded to ILine (see attached July 22, 2024 Selection Committee Award Recommendation which lists all committee members).

This project consists of furnishing and installing approximately 50,000 pounds of hot applied aggregate filled mastic material (Mastic), cleaning cracks as required, maintenance and protection of traffic, mobilization and demobilization and incidental related work as required. The work will be supervised by the Engineering Department.

The project will have a one-year Contractor Warranty for materials, workmanship and installation. The Contractor shall reach Final Completion of all work and services required by this Contract on or before November 15, 2024. The project is being funded with MRSA (Municipal Revenue Sharing Account) and is subject to State Prevailing Wage Rates and the Commission on Human Rights and Opportunities Contract Compliance Regulations (CHRO).

Accordingly, attached for your review and consideration are copies of the proposed contract, the Selection Committee's Recommendation of Negotiation, the Selection Committee's Award Recommendation, ILine's Price Proposal, Disclosure and Certification of Obligations Affidavit and the Tax Clearance issued by the Office of Tax Collections.

Please note further that one "record copy" of the Construction Documents, including the Contract and Plans and Specifications, plus all attachments in our possession to date, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

Roy E Cavanaugh

REC/rdb
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
File: C262

City of Waterbury

Public Works Department

Bureau of Engineering

OFFICE: (203) 574-6851

FAX: (203) 574-8277

Memorandum

To: Kevin McCaffrey, Purchasing Director

From: Ryan Bushka, Assistant Project Manager, Engineering

Date: July 15, 2024

Re: RFP #8187 for 2024 Crack Filling & Sealing Program Selection Committee's Recommendation of Negotiation

---

The Selection Committee for the above-referenced RFP, consisting of Roy E. Cavanaugh, P.E., City Engineer, Vincent Caterino, P.E., Assistant City Engineer and myself, recommends that further negotiations be entered into with the following Proposer:

- ILine, LLC

This selection was based on a number of factors, including a thorough evaluation and review of all Proposals submitted.

Accordingly, the Selection Committee requests that your office initiate further negotiations with the Proposers listed above.

Thank you.

RDB/rdb

cc: Committee Members, via email
File: C262

City of Waterbury

Public Works Department

Engineering

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Kevin McCaffery, Director of Purchasing

From: Ryan Bushka, Assistant Project Manager

Date: July 19, 2024

Re: **RFP #8187 for 2024 Crack Filling & Sealing Program** - Selection Committee Award Recommendation of ILine, LLC.

Responses to Request for Proposals #8187 for 2024 Crack Filling & Sealing Program were received from three (3) Proposers and reviewed by a Selection Committee comprised of the following eight (3) members:

Roy Cavanaugh, City Engineer
Vincent Caterino, Assistant City Engineer
Ryan Bushka, Assistant Project Manager

Subsequent to a comprehensive review of all submitted documentation and a discussion of the significant discrepancy between the three bidders, the Selection Committee unanimously voted to award the Project to ILine, LLC.

Accordingly, kindly issue the appropriate notification to ILine, LLC, with a copy to the Corporation Counsel and the Engineering Department.

If you have any questions or require additional information concerning this matter, please feel free to contact me at your earliest convenience.

Thank you.

Ryan Bushka
Assistant Project Manager
RDB
Cc: Selection Committee Members, via email

ATTACHMENT E

Price Proposal

(Must be submitted as part of RFP #8113 response in a separate sealed envelope, marked "Confidential: Price .")

Date: 07/05/2024

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

I-Line, LLC
(Print or Type Company/Corporate Name)

305 Butlertown Rd, Oakdale, CT 06370
(Print or Type Business Address)

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[continued on following page]

2024 CRACK FILLING PROGRAM

BID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES (In Figures)		TOTAL AMOUNT (In Figures)	
					DOLLARS	CENTS	DOLLARS	CENTS
1	4.07 R	LB	50,000	CRACK REPAIR USING HOT APPLIED AGGREGATE FILLED MASTIC MATERIAL FOR_____ DOLLARS CENTS	1	40	70,000	00
2	9.71 R	LS	1	MAINTENANCE AND PROTECTION OF TRAFFIC FOR_____ DOLLARS CENTS	10,000	00	10,000	00
3	9.75 R	LS	1	MOBILIZATION AND PROJECT CLOSEOUT FOR _____ DOLLARS CENTS	30,000	00	30,000	00

TOTAL PRICE - (Sum of Total Amounts for Bid Items 1-3 set out above):

One Hundred Ten Thousand Dollars

and zero Cents

(Amount In Words)

$ 110,000.00

(Amount In Figures)

[continued on following page]

All items in the Price Proposal shall include all applicable taxes, fees and other costs of any nature whatsoever related to, or in connection with, performing and completing the Work required by this RFP, including, but not limited to, profit and overhead, delivery charges and charges for standard warranties provided in the normal course of business for such items, etc., as well as all charges and fees for all benefits, insurances, taxes, transportation, vacation, sick leave, holidays, clothing, etc. or for any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project, and that each and every such claim is hereby expressly waived by the Proposer.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the pricing.

The undersigned also agrees that the quantities indicated are for price comparison purposes only and are not represented to be actual quantities for completion of the Work.

Respectfully submitted by:

86-2700223
Social Security Number or Federal Identification Number (Print or Type)

ILine, LLC
Company/Corporate Name (Print or Type)

Signature of Authorized Official

James Wray
Name of Authorized Official (Print or Type)

Member
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

305 Butlertown Rd
Business Address: (Print or Type)

Oakdale, CT 06370
City, State, Zip Code: (Print or Type)

860-200-0694
Business Telephone Number: (Print or Type)

Business Fax Number: (Print or Type)

Business Mobile Number: (Print or Type)

audrey@ilinestripe.com
Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF ATTACHMENT E

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Oakdale

County of New London

James Wray, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Member (circle/complete as applicable) of ILine, LLC (Contractor's Name), the Contractor that has submitted the attached Agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

x
____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

_x_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.

_x_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	James Wray	Member	B & W Paving and Landscaping, LLC	Service	
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	N/A				
2					
3					
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Organization Name (if none state NONE)	Address	Type of Ownership
1	N/A		
2			
3			
4			

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name (if none state NONE)	Title	DOB	Stock %
1	None			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification (Proposer to complete applicable section below.)

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's Agreement with the City of Waterbury.

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

Witness

ILine, LLC
Name of Partnership/Business (Print of Type)

By: _____
Signature of General Partner/ Sole Proprietor

James Wray, Member
Name of General Partner/ Sole Proprietor (Print of Type)

Address of Business: 305 Butlertown Rd
Oakdale, CT 06370

State of Connecticut)
) SS
County of New London)

James Wray being duly sworn, deposes and says that he/she is Member of ILine, LLC and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 24 day of May 20 24.

Signature of Notary Public

Elizabeth P. Mucha
Name of Notary Public (Print of Type)

SEAL

My Commission Expires: Elizabeth P Mucha
Notary Public, State of Connecticut
My Commission Expires May 31, 2027

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification For Corporation/LLC (Requires Notarization)

In presence of:

_____ Witness

_____ Name of Corporation (Print of Type)

Address of Business: _____

_____

_____

Affix Corporate Seal

By: _____
Signature of Authorized Corporate Officer

_____ Name of Authorized Corporate Officer (Print of Type)

Its: _____
Title of Authorized Corporate Officer (Print of Type)

State of _____)

) SS

County of _____)

_____ being duly sworn, deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20____.

_____
Signature of Notary Public

SEAL

_____
Name of Notary Public (Print of Type)

My Commission Expires: _____

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date 7/11/2024**

To: **Noreen Brady- Asst. Project Manager**
Public Works

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***are not delinquent***.

ILine, LLC
B & W Paving & Landscaping, LLC
James Wray
305 Butlertown Rd.
Oakdale, CT 06370

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

CONSTRUCTION CONTRACT
for
2024 CRACK FILLING PROGRAM
between
The City of Waterbury, Connecticut
and
I-LINE, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City"), and I-LINE, LLC, located at 305 BUTLERTOWN ROAD, Oakdale, CT 06370, a State of Connecticut duly registered limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8187** for the **2024 CRACK FILLING PROGRAM**; and,

WHEREAS, the City accepted the Contractor's Proposal for **RFP Number 8187;** and,

WHEREAS, the City desires to obtain the Contractor's services for **2024 CRACK FILLING PROGRAM** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of **2024 CRACK FILLING PROGRAM** as detailed and further described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8187** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8187** Addendum #1, dated June 24, 2024 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, dated July 5, 2024 and consisting of 38 pages, including Contractor's July 5, 2024 Price Proposal, consisting of 3 pages, submitted in response to **RFP Number 8187** (all attached hereto);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Special Conditions (Article 1 – Article 17) consisting of 13 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 111) consisting of 26 pages (attached hereto);

1.1.8 Technical Specifications consisting of 19 pages (attached hereto);

1.1.9 State Wage Rate Documentation (attached hereto);

1.1.10 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.11 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the

Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

1.2.1 Federal, State, and local laws, regulations, charter and ordinances
1.2.2 Contract Amendment(s) and Change Orders
1.2.3 Contract
1.2.4 Contractor's Price Proposal
1.2.5 Special Conditions
1.2.6 General Conditions
1.2.7 Technical Specifications

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's RFP document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The

Contractor hereby warrants and represents that prior to the submission of its Proposal during the RFP process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its Proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its Proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the RFP process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its Proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its Proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the RFP Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for **RFP Number 8187** (collectively "Proposal Documents");

3.1.7. it agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost,

progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or

subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. **Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout

work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. Except as may be otherwise required in Attachment A, one (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

3.15. FUNDING REQUIREMENTS. The Contractor is hereby put on notice that this Contract is a municipal public works contract anticipated to be funded in whole or in part by a Municipal Revenue Sharing Account (MRSA) Grant. Contractor shall comply with all MRSA requirements, including but not limited to those provided in Section 12.4, Section 13.3 and "**Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi Public Agency Project Contracts", dated REV.20220808**, attached hereto as **Attachment B-1** and incorporated herein.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall: (1) commence all work and services within one (1) week of the City's issuance of its written Notice to Proceed, (2) reach Substantial Completion of all work and services required under this Contract by **October 1, 2024**, and (3) reach Final Completion of all work and services required under this contract on or before **November 15, 2024** ("Contract Time").

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **FIVE HUNDRED DOLLARS AND ZERO CENTS ($500.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other actual expense, and all other damages allowed by law, including attorneys' fees.

5.3 No Damage for Delay. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorneys' fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS ($110,000.00**) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's Price Proposal, dated July 5, 2024 and consisting of 3 pages", which is summarized below:

i. $70,000.00 …….. (Base Bid Item 1)
ii. $10,000.00 …….. (Base Bid Item 2)
iii. $30,000.00 …….. (Base Bid Item 3)

6.1.1 Contractor agrees to hold all pricing, including all unit pricing, as set forth in Attachment A until Final Completion or until the all work and services required under this Agreement have been fully performed to the satisfaction of

the City Engineer, or as may be amended pursuant to this Contract and City Ordinance.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 8187** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment

furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorneys' fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The

Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorneys' fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor,

shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City of Waterbury as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation".** The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

11.8. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

11.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as

supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that

Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as may be amended from time to time.

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract:

i. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) that is independent.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or

other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, if the municipal public works contract awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS ($50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set–Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by Public Act 23-204, and as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post

copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56; and

(5) Nondiscrimination affirmation provision. The Contractor understands the obligations of this section 13.3 and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section 13.3. The authorized signatory of the Contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, [or] (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the Contract.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C through H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions

of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

15.4. The Contractor agrees to include this Section 3 clause in every subcontract

subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services

performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. Assignability. The Contractor shall not assign any interest in this Contract, and shall

not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed

valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request**.**

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The

Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 8187**, and **(ii)** the Contractor's response to **RFP Number 8187.** Said historical documents are attached hereto as part of **Attachment A.**

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall

continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: I-LINE, LLC
305 Butlertown Road
Oakdale, CT 06370

City: City of Waterbury
c/o Engineering Department
185 South Main Street, 5th Floor
Waterbury, CT 06706

With copy to:

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable

Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or

secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and any other identified Project Milestone.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.10 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.11 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.12 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.13 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.14 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.15 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.16 Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

35.17 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: **City of Waterbury Engineering Department.**

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Print name:

,

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

I-LINE, LLC

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8187** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 8187** Addendum #1, dated June 24, 2024 and consisting of 1 page (attached hereto);

1.1.3 Contractor's Proposal, dated July 5, 2024 and consisting of 38 pages, including Contractor's July 5, 2024 Price Proposal, consisting of 3 pages, submitted in response to **RFP Number 8187** (all attached hereto);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Special Conditions (Article 1 – Article 17) consisting of 13 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 111) consisting of 26 pages (attached hereto);

1.1.8 Technical Specifications consisting of 19 pages (attached hereto);

1.1.9 State Wage Rate Documentation (attached hereto);

1.1.10 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.11 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State and local statutes, regulations,

charter and ordinances (incorporated by reference); and

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

ATTACHMENT B-1

"Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi Public Agency Project Contracts", dated REV.20220808, attached hereto as **Attachment B-1** and incorporated herein."

Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi-Public Agency Project Contracts

(A) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(B) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(C) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(D) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a

minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(E) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(F) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Roy E. Cavanaugh, P.E., City Engineer

Date: July 30, 2024

Re: **Board of Aldermen Approval Request / Engineering Department Executive Summary** - Construction Contract for the Gaylord Drive Sanitary Sewer Separation Program between the City of Waterbury and Colonna Concrete & Asphalt Paving LLC

The Engineering Department respectfully requests your approval of the above-referenced contract in the amount of $175,975.00 for the Gaylord Drive Sanitary Sewer Separation Program Project between the City of Waterbury and Colonna Concrete & Asphalt Paving LLC ("Colonna").

This contract was initiated under the Request for Proposal process (RFP #8108). There were three (3) responses to the Request for Proposal (Colonna, Stonybrook Construction, and Sunset Valley Construction LLC). After reviewing the submissions, the Selection Committee requested that further negotiations be entered into with Colonna (see attached Selection Committee's Recommendation of Negotiation). Colonna subsequently submitted a revised Price Proposal. Based upon Colonna's extensive experience with the work required and successful completion of many similar projects, the Selection Committee recommended that this work be awarded to Colonna (see attached July 15, 2024 Selection Committee Award Recommendation which lists all committee members).

This project is part of the City of Waterbury's Sanitary Sewer Separation Program, which is an on-going effort by the City to reduce and eliminate storm water connections to the City's sanitary sewer system. There is an existing catch basin located on Gaylord Drive that drains into existing sanitary sewer manhole through a 4" PVC pipe. This pipe will be removed and sealed in the manhole, and the catch basin will be replaced. This project also involves installing approximately 230' of 15" HDPE drainage pipe and a total of 2 catch basins and paving. The work will be supervised by the Engineering Department.

The project will have a one-year Contractor Warranty for materials, workmanship and installation. The Contractor shall reach Final Completion of all work and services required by this Contract on

or before December 31, 2024. The project is being funded with the Sanitary Sewer Repairs Account (Capital Improvement Fund) and is subject to State Prevailing Wage Rates.

Accordingly, attached for your review and consideration are copies of the proposed contract, the Selection Committee's Recommendation of Negotiation, the Selection Committee's Award Recommendation, American Petroleum's Revised Price Proposal, Disclosure and Certification of Obligations Affidavit and the Tax Clearance issued by the Office of Tax Collections.

Please note further that one "record copy" of the Construction Documents, including the Contract and Plans and Specifications, plus all attachments in our possession to date, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

REC/rdb
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
File: C263

City of Waterbury

Public Works Department

Bureau of Engineering

OFFICE: (203) 574-6851

FAX: (203) 574-8277

Memorandum

To: Kevin McCaffrey, Purchasing Director

From: Ryan Bushka, Assistant Project Manager, Engineering

Date: July 11, 2024

Re: RFP #8108 for Gaylord Drive Sanitary Sewer Separation Program (C263) Selection Committee's Recommendation of Negotiation

---

The Selection Committee for the above-referenced RFP, consisting of Roy Cavanaugh P.E., City Engineer, Thomas F. Crowe, Jr. P.E., Civil Engineer II, Vincent Caterino, Assistant City Engineer, and Ryan Bushka, Assistant Project Manager, recommends that further negotiations be entered into with the following Proposer:

- Colonna Concrete & Asphalt Paving LLC

This selection was based on a number of factors, including a thorough evaluation and review of all Proposals submitted.

Accordingly, the Selection Committee requests that your office initiate further negotiations with the Proposers listed above to determine if they are willing to revise their price proposal.

If you have any questions or require additional information concerning this matter, please feel free to contact me at your earliest convenience.

Thank you.

RDB/rdb

cc: Committee Members, via email
File: C263

City of Waterbury

Public Works Department

Engineering

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Kevin McCaffery, Director of Purchasing

From: Ryan Bushka, Assistant Project Manager

Date: July 15, 2024

Re: **RFP #8108 for Gaylord Drive Sewer Separation Program** - Selection Committee Award Recommendation of Colonna Concrete & Asphalt Paving LLC.

Responses to Request for Proposals #8108 for Gaylord Drive Sewer Separation Program were received from three (2) Proposers and reviewed by a Selection Committee comprised of the following five (5) members:

Roy Cavanaugh, City Engineer
Vincent Caterino, Assistant City Engineer
Ryan Bushka, Assistant Project Manager
Tom Crowe, Civil Engineer II
Denis Cuevas, Business Manager

Subsequent to a comprehensive review of all submitted documentation and a discussion of the significant discrepancy between the three bidders, the Selection Committee unanimously voted to award the Project to Colonna Concrete & Asphalt Paving LLC.

Accordingly, kindly issue the appropriate notification to Colonna Concrete & Asphalt Paving LLC, with a copy to the Corporation Counsel and the Engineering Department.

If you have any questions or require additional information concerning this matter, please feel free to contact me at your earliest convenience.

Thank you.

Ryan Bushka
Assistant Project Manager
RDB
Cc: Selection Committee Members, via email

ATTACHMENT E

REVISED
Price Proposal

(Must be submitted as part of RFP #8108 response in a separate sealed envelope, marked "Confidential Price")

Date: 7/12/24

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

Colonna Concrete & Asphalt Paving LLC
(Print or Type Company/Corporate Name)

(Print or Type Business Address)
1233 Johnson Road

Woodbridge CT 06525

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[continued on following page]

Gaylord Drive-Sanitary Sewer Separation Program

BID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES (In Figures)		TOTAL AMOUNT (In Figures)	
					DOLLARS	CENTS	DOLLARS	CENTS
1	2.08R	C.Y.	110	FREE DRAINING MATERIAL FOR Forty DOLLARS zero CENTS	40.00		4,400	00
2	2.19R	L.F.	25	SEDIMENTATION CONTROL SYSTEM FOR Five DOLLARS zero CENTS	5.00		125	00
3	2.86R-1	C.Y.	50	ROCK IN DRAINAGE TRENCH EXCAVATION 0'-10' Deep FOR Fifty DOLLARS zero CENTS	50.00		2,500	00
4	4.06R-1	S.Y.	300	PAVEMENT RESTORATION FOR One Hundred Twenty DOLLARS zero CENTS	120.00		36,000	00
5	5.87R-1	S.F.	2	(TYPE "C") CATCH BASIN-0' to 10' DEEP FOR Six Thousand Eight Hundred DOLLARS zero CENTS	6,800.00		13,600	00
6	6,86R-1	L.F.	50	(6") DIA. HDPE PIPE-0' to 10' DEEP FOR Eighty DOLLARS zero CENTS	80.00		4,000	00
7	6.86R-2	L.F.	240	(15") DIA. HDPE PIPE-0' to 10' DEEP FOR One Hundred Twenty Five DOLLARS zero CENTS	125.00		30,000	00
8	6.86R-3	EA	1	CONNECT TO EXISTING STRUCTURE FOR One Thousand DOLLARS zero CENTS	1,000.00		1,000	00
9	7.51R-1	L.F.	240	(4") UNDERDRAIN FOR Eighty DOLLARS zero CENTS	80.00		19,200	00

continued on following page 3 of 5

ID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES (In Figures)		TOTAL AMOUNT (In Figures)	
					DOLLARS	CENTS	DOLLARS	CENTS
10	8.15R-1	L.F.	240	BITUMINOUS CONCRETE CURBING FOR Twenty DOLLARS zero CENTS	20.00		4,800	00
11	9.50R-1	S.Y.	275	TOPSOIL AND TURF ESTABLISHMENT FOR Ten DOLLARS zero CENTS	10.00		2,750	00
12	9.50R-2	S.Y.	60	EROSION CONTROL MATTING FOR Ten DOLLARS zero CENTS	10.00		600	00
13	9.71 R-1	L.S.	1	MAINTENANCE AND PROTECTION OF TRAFFIC FOR Twenty Thousand DOLLARS zero CENTS	20,000.00		20,000	00
14	9.75R	E.A.	1	MOBILIZATION AND PROJECT CLOSEOUT FOR Twenty Thousand DOLLARS zero CENTS	20,000.00		20,000	00
15	14.10	L.F.	60	REPLACE/RELOCATE SANITARY SEWER LATERAL FOR Forty Five DOLLARS zero CENTS	45.00		2,700	00
16	16.00-1	L.F.	60	1" K COPPER TUBING FOR Forty Five DOLLARS zero CENTS	45.00		2,700	00
17	16.00-2	E.A.	2	1" CORPORATION STOP VALVE FOR Four Hundred DOLLARS zero CENTS	400.00		800	00
18	16.00-3	E.A.	2	1" CURB STOP VALVE AND BOX FOR Four Hundred DOLLARS zero CENTS	400.00		800	00

TOTAL PRICE - (Sum of Total Amounts for Bid Items 1-18 set out above):

One Hundred Sixty Five Thousand, Nine Hundred Seventy Five Dollars

and Zero Cents

(Amount in Words)

$ 165,975.00
(Amount in Figures)

[continued on following page]

All items in the Price Proposal shall include all applicable taxes, fees and other costs of any nature whatsoever related to, or in connection with, performing and completing the Work required by this RFP, including, but not limited to, profit and overhead, delivery charges and charges for standard warranties provided in the normal course of business for such items, etc., as well as all charges and fees for all benefits, insurances, taxes, transportation, vacation, sick leave, holidays, clothing, etc. or for any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project, and that each and every such claim is hereby expressly waived by the Proposer.

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount using any estimated quantities and/or unit prices shall govern in determining the pricing.

The undersigned also agrees that the quantities indicated are for price comparison purposes only and are not represented to be actual quantities for completion of the Work.

Respectfully submitted by:

01-06887268
Social Security Number or
Federal Identification Number
(Print or Type)

Colonna Concrete & Asphalt Paving LLC
Company/Corporate Name (Print or Type)

7/12/24
Signature of Authorized Official

Giancarlo Colonna
Name of Authorized Official (Print or Type)

Owner
Title of Authorized Official (Print or Type)

Proposer shall provide Proposers Contact Information below:

1233 Johnson Road
Business Address: (Print or Type)

Woodbridge CT 06525
City, State, Zip Code: (Print or Type)

203 397-2287
Business Telephone Number: (Print or Type)

203 266-1116
Business Fax Number: (Print or Type)

203 767-4876
Business Mobile Number: (Print or Type)

Office@colonnaconcrete.com
Business Email Address: (Print or Type)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF ATTACHMENT E

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.:_____

County of New Haven

Giancarlo Colonna, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ (circle/complete as applicable) of Colonna Concrete & Asphalt Paving LLC (Contractor's Name), the Contractor that has submitted the attached Agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		None		
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		None		
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

Organization Name (if none state NONE)	Address	Type of Ownership
1 None		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name (If none state NONE)	Title	DOB	Stock %
1	Giancarlo Colonna	Owner (sole owner of Colonna Concrete & Asphalt Paving, LLC	7/20/73	N/A
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none, state "None" (once within in grid – not within each box). Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1			None		
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state "None" (once within in grid – not within each box):

	TRADE NAME (If none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification (Proposer to complete applicable section below.)

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's Agreement with the City of Waterbury.

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

Michelle Colonna
Witness

Colonna Concrete & Asphalt Paving LLC
Name of Partnership/Business (Print of Type)

By: _____
Signature of General Partner/ Sole Proprietor

Giancarlo Colonna, Owner
Name of General Partner/ Sole Proprietor (Print of Type)

Address of Business: 1233 Johnson Road
Woodbridge CT 06525

State of Connecticut)

) SS

County of New Haven)

Giancarlo Colonna being duly sworn, deposes and says that he/she is Owner of Colonna Concrete & Asphalt Paving LLC and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 9th day of July 20 24.

Michelle Colonna
Signature of Notary Public

Michelle Colonna
Name of Notary Public (Print of Type)

SEAL

My Commission Expires: 05/31/2025

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification For Corporation/LLC (Requires Notarization)

In presence of:

_____ _____

Witness Name of Corporation (Print of Type)

Address of Business: _____

_____

_____

Affix Corporate Seal

By: _____

Signature of Authorized Corporate Officer

_____

Name of Authorized Corporate Officer (Print of Type)

Its: _____

Title of Authorized Corporate Officer (Print of Type)

State of _____)

) SS

County of _____)

_____ being duly sworn, deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20____.

_____

Signature of Notary Public

SEAL

_____

Name of Notary Public (Print of Type)

My Commission Expires: _____

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date 7/12/2024**

To: **Noreen Brady- Asst. Project Manager**
Public Works

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***is not delinquent***.

Colonna Concrete & Asphalt Paving, LLC
1233 Johnson Rd.
Woodbridge, CT 06525

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

CONSTRUCTION CONTRACT

for

GAYLORD DRIVE SEWER SEPARATION PROGRAM

between

The City of Waterbury, Connecticut

and

COLONNA MASONRY CONCRETE AND ASPHALT PAVING, LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and COLONNA MASONRY CONCRETE AND ASPHALT PAVING, LLC located at 1 Bradley Road, 504, Woodbridge, CT 06525, a State of Connecticut, duly registered domestic limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 8108** for the **GAYLORD DRIVE SEWER SEPARATION PROGRAM**; and,

WHEREAS, the City accepted the Contractor's Proposal (as subsequently negotiated and revised) for **RFP Number 8108**; and,

WHEREAS, the City desires to obtain the Contractor's services for **GAYLORD DRIVE SEWER SEPARATION PROGRAM** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of **GAYLORD DRIVE SEWER SEPARATION PROGRAM** as detailed and further described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been

received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8108** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 Contractor's Proposal, dated July 9, 2024 and consisting of 62 pages, and Contractor's 5 page Price Proposal, dated July 9, 2024, submitted in response to **RFP Number 8108,** and Contractor's revised Price Proposal, dated July 12, 2024 and consisting of 5 pages (all attached hereto);

1.1.3 Certificates of Insurance (attached hereto);

1.1.4 Performance Bond and Payment Bond (attached hereto);

1.1.5 Special Conditions (Article 1 – Article 29) consisting of 15 pages (attached hereto);

1.1.6 General Conditions (Article 1 – Article 113) consisting of 35 pages (attached hereto);

1.1.7 Technical Specifications consisting of 51 pages (attached hereto);

1.1.8 Drawings and Standard Details entitled "GAYLORD DR SHOWING PROPOSED DRAINAGE IMPROVEMENTS" dated April 18, 2024 and consisting of 4 sheets (attached hereto);

1.1.9 State Wage Rate Documentation (attached hereto);

1.1.10 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.11 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

1.2.1 Federal, State, and local laws, regulations, charter and ordinances
1.2.2 Contract Amendment(s) and Change Orders
1.2.3 Contract
1.2.4 Contractor's revised Price Proposal, dated July 12, 2024
1.2.5 Special Conditions
1.2.6 General Conditions
1.2.7 Technical Specifications
1.2.8 Drawings and Standard Details

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other

responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's RFP document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its Proposal during the RFP process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its Proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its Proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the RFP process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its Proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its Proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the RFP Documents, Project, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for **RFP Number 8108** (collectively "Proposal Documents");

3.1.7. it agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on

Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. **Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice

by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. Except as may be otherwise required in Attachment A, one (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall: (1) commence all work and services within one (1) week of the City's issuance of its written Notice to Proceed, (2) reach Substantial Completion of all work and services required under this Contract by **December 15, 2024**, and (3) reach Final Completion of all work and services required under this contract on or before **December 31, 2024** ("Contract Time").

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **FIVE HUNDRED DOLLARS AND ZERO CENTS ($500.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a

penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED AND SEVENTY-FIVE DOLLARS AND ZERO CENTS ($175,975.00**) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's revised Price Proposal, dated July 12, 2024 and consisting of 5 pages", which is summarized below:

i. $165,975.00 (Base Bid Items 1-18)

And

$ 10,000.00 (Owner Controlled Contingency Allowance, only to be used upon prior written approval of the City Engineer or his designee)

6.1.1 Contractor agrees to hold all pricing, including all unit pricing, as set forth in Attachment A until Final Completion or until the all work and services required under this Agreement have been fully performed to the satisfaction of the City Engineer, or as may be amended pursuant to this Contract and City Ordinance.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc., all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 8108** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Contractor's Pollution Liability Insurance:
$1,000,000.00 each Occurrence/Claim
$1,000,000.00 Aggregate
There shall be no exclusion made for hazardous materials, including Asbestos and Lead.

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City of Waterbury as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation".** The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

11.8. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

11.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat.

31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as may be amended from time to time.

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract:

i. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) that is independent.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the

principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, if the municipal public works contract awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS ($50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in

any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by Public Act 23-204, and as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56; and

(5) Nondiscrimination affirmation provision. The Contractor understands the obligations of this section 13.3 and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section 13.3. The authorized signatory of the Contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, [or] (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the Contract.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the

ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the

Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the

City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

15.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or

if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been

appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to

mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The

Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request**.**

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 8108**, and **(ii)** the Contractor's

response to **RFP Number 8108.** Said historical documents are attached hereto as part of **Attachment A.**

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: COLONNA MASONRY CONCRETE AND ASPHALT PAVING, LLC
1 Bradley Road, 504
Woodbridge, CT 06525

City: City of Waterbury
c/o Engineering Department
185 South Main Street, 5th Floor
Waterbury, CT 06706

With copy to:

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be

made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and any other identified Project Milestone.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.10 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.11 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.12 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.13 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.14 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.15 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.16 Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

35.17 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: **City of Waterbury Engineering Department.**

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

COLONNA MASONRY CONCRETE AND ASPHALT PAVING, LLC

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 8108** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 Contractor's Proposal, dated July 9, 2024 and consisting of 62 pages, and Contractor's 5 page Price Proposal, dated July 9, 2024, submitted in response to **RFP Number 8108,** and Contractor's revised Price Proposal, dated July 12, 2024 and consisting of 5 pages (all attached hereto);

1.1.3 Certificates of Insurance (attached hereto);

1.1.4 Performance Bond and Payment Bond (attached hereto);

1.1.5 Special Conditions (Article 1 – Article 29) consisting of 15 pages (attached hereto);

1.1.6 General Conditions (Article 1 – Article 113) consisting of 35 pages (attached hereto);

1.1.7 Technical Specifications consisting of 51 pages (attached hereto);

1.1.8 Drawings and Standard Details entitled "GAYLORD DR SHOWING PROPOSED DRAINAGE IMPROVEMENTS" dated April 18, 2024 and consisting of 4 sheets (attached hereto);

1.1.9 State Wage Rate Documentation (attached hereto);

1.1.10 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.11 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.12 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.13 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

City of Waterbury

Engineering Department

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Board of Aldermen

From: Roy E. Cavanaugh, P.E., City Engineer



Date: July 30, 2024

Re: **Board of Aldermen Approval Request / Engineering Department Executive Summary** - Construction Contract for the Shirley Street Drainage between the City of Waterbury and S&O Construction, LLC

The Engineering Department respectfully requests your approval of the above-referenced contract in the amount of $147,092.00 for the Shirley Street Drainage Project between the City of Waterbury and S&O Construction, LLC ("S&O").

This contract was initiated under the Request for Proposal process (RFP #7553). There were three (3) responses to the Request for Proposal (Colonna, S&O, and AJ Palker & Sons Inc.). After reviewing the submissions, the Selection Committee requested that further negotiations be entered into with S&O. After review of S&O's experience with the work required and successful completion of many similar projects, the Selection Committee recommended that this work be awarded to S&O (see attached July 12, 2024 Selection Committee Award Recommendation which lists all committee members).

This project consists of furnishing and installing of approximately six (6) catch basins, approximately 360 linear feet of HDPE storm drain pipe, one storm manhole, concrete sidewalks, ramps and driveways, bituminous concrete pavement restoration and curbing as well as incidental related work on Shirley Street and connection of new storm drain system to existing storm water drainage system on Ledgeside Avenue. The work will be supervised by the Engineering Department.

The project will have a one-year Contractor Warranty for materials, workmanship and installation. The Contractor shall reach Final Completion of all work and services required by this Contract on or before November 15, 2024. The project is being funded with LoCip (Local Capital Improvement Fund) and is subject to State Prevailing Wage Rates and the Commission on Human Rights and Opportunities Contract Compliance Regulations (CHRO).

Accordingly, attached for your review and consideration are copies of the proposed contract, the Selection Committee's Recommendation of Negotiation, the Selection Committee's Award Recommendation, S&O's Price Proposal, Disclosure and Certification of Obligations Affidavit and the Tax Clearance issued by the Office of Tax Collections.

Please note further that one "record copy" of the Construction Documents, including the Contract and Plans and Specifications, plus all attachments in our possession to date, has been placed on file with the City Clerk's Office.

Lastly, please be advised that the Engineering Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

REC/rdb
Attachment

cc: Attorney Lynn McHale, via email, w/o attachment.
File: C236

City of Waterbury

Public Works Department

Engineering

OFFICE: (203) 574-6851
FAX: (203) 574-8277

Memorandum

To: Kevin McCaffery, Director of Purchasing

From: Ryan Bushka, Assistant Project Manager

Date: July 3, 2024

Re: **RFP #7553 for Shirley Street Drainage** - Selection Committee Award Recommendation of S & O Construction, LLC.

Responses to Request for Proposals #7553 for Shirley Street Drainage were received from three (3) Proposers and reviewed by a Selection Committee comprised of the following three (3) members:

Roy Cavanaugh, City Engineer
Vincent Caterino, Assistant City Engineer
Ryan Bushka, Assistant Project Manager

Subsequent to a comprehensive review of all submitted documentation and a discussion of the significant discrepancy between the three bidders, the Selection Committee unanimously voted to award the Project to S & O Construction, LLC.

Accordingly, kindly issue the appropriate notification to S & O Construction, LLC, with a copy to the Corporation Counsel and the Engineering Department.

If you have any questions or require additional information concerning this matter, please feel free to contact me at your earliest convenience.

Thank you.

Ryan Bushka
Assistant Project Manager
RDB
Cc: Selection Committee Members, via email

ATTACHMENT E

Price Proposal

(Must be submitted as part of RFP #7554 response in a separate sealed envelope, marked "Confidential: Price .")

Date: June 10, 2024

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street, Room 103
Waterbury, CT 06702

Sir:

Pursuant to and in compliance with your RFP, the Undersigned,

S & O Construction, LLC
(Print or Type Company/Corporate Name)

33 Shelton Avenue
(Print or Type Business Address)
Wolcott, CT 06716

having carefully examined all the RFP Documents, together with all Addenda, as acknowledged on Attachment C, and having informed itself fully in regard to all conditions and related requirements pertaining to the performance of services required under this RFP; and that with this representation, the undersigned makes this Proposal, as follows:

[continued on following page]

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Joseph E Mongo
Witness

S20 construction LLC
Name of Corporation (Print of Type)

Address of Business: 1585 Meriden Rd
Wolcott CT 06716

Affix Corporate Seal

By: Elinor Korcari
Signature of Authorized Corporate Officer

ELINOR KORCARI
Name of Authorized Corporate Officer (Print of Type)

Its: Owner
Title of Authorized Corporate Officer (Print of Type)

State of Connecticut)
) SS Southington
County of Hartford)

Elinor Korcari being duly sworn, deposes and says that he/she is owner of S20 Construction LLC and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 11th day of June 2024.

Matilda Vangjel
Signature of Notary Public

Matilda Vangjel
Name of Notary Public (Print of Type)

My Commission Expires: 10/31/2027

MATILDA VANGJEL SEAL
Notary Public, State of Connecticut
My Commission Expires Oct. 31, 2027

BID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES (In Figures)		TOTAL AMOUNT (In Figures)	
					DOLLAR	CENTS	DOLLAR $	CENTS
1	2.02	L.F.	500	CUT BITUMINOUS CONCRETE PAVEMENT FOR Two zero DOLLARS CENTS	2	00	1,000	00
2	6.86R-5	EA.	1	CONNECT TO EXISTING STRUCTURE FOR Five hundred zero DOLLARS CENTS	500	00	500	00
3	4.06R-1	SY	220	LOCAL ROAD PAVEMENT REPAIR FOR Sixty five zero DOLLARS CENTS	65	00	14,300	00
4	5.87R-1	EA.	1	TYPE "C-L" CATCH BASIN FOR Six thousand zero DOLLARS CENTS	6,000	00	6,000	00
5	5.87R-2	EA.	5	TYPE "C" CATCH BASIN – 0' – 10' DEEP FOR Six thousand zero DOLLARS CENTS	6,000	00	30,000	00
6	5.87R-3	EA	1	RESET CATCH BASIN – 0' – 10' DEEP FOR One thousand zero DOLLARS CENTS	1,000	00	1,000	00
7	5.87R-4	EA.	1	STORM MANHOLE 4' DIA. 0' – 10' DEEP FOR Seven thousand zero DOLLARS CENTS	7,000	00	7,000	00
8	6.86R-1	L.F.	240	12" HDPE PIPE – 0' – 10' Deep FOR Ninety zero DOLLARS CENTS	90	00	21,600	00
9	6.86R-2	L.F.	140	15" HDPE PIPE – 0' – 10'DEEP FOR One hundred zero DOLLARS CENTS	100	00	14,000	00
10	8.15R-1	L.F.	260	BITUMINOUS CONCRETE LIP CURBING FOR Seven zero DOLLARS CENTS	7	00	1,820	00

[continued on following page]

BID ITEM #	SPEC ITEM #	UNIT	QTY	ITEMS OF WORK WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICES (In Figures)		TOTAL AMOUNT (In Figures)	
					DOLLARS	CENTS	DOLLARS	CENTS
11	9.22R-1	S.Y.	20	BITUMINOUS CONCRETE DRIVEWAY FOR Onehundred DOLLARS zero CENTS	100	00	2,000	00
12	9.50R-1	S.Y.	1,000	TURF ESTABLISHMENT FOR Ten DOLLARS zero CENTS	10	00	10,000	00
13	9.21R-2	S.F.	200	CONCRETE SIDEWALKS 5" THICK FOR Twentytwo DOLLARS zero CENTS	22	00	4,400	00
14	9.21R-1	S.F.	100	CONCRETE SIDEWALKS 8" THICK FOR Twentyfive DOLLARS zero CENTS	25	00	2,500	00
15	16.00R-1	EA	2	1" "K" COPPER WATER SERVICE LINE REPLACEMENT FOR Two thousand DOLLARS zero CENTS	2,000	00	2,000	00
16	1600R-3	EA	2	WATER CURB STOP VALVE FOR Fivehundred DOLLARS zero CENTS	500	00	1,000	00
17	16.0Rr-2	EA	2	WATER CURB STOP FOR Fivehundred DOLLARS zero CENTS	500	00	1,000	00
18	5.87R-3	EA	1	RESET CATCH BASIN FOR Onethousand DOLLARS zero CENTS	1,000	00	1,000	00
19	15.00R-1	EA	2	RESET GAS VALVE BOX FOR Onehundred DOLLARS zero CENTS	100	00	200	00

20	9.21-3	EA	1	TACTILE PAD FOR Four hundred zero DOLLARS CENTS	400	00	400	00
21	9.71-R	L.S.	1	MAINTENANCE AND PROTECTION OF TRAFFIC) FOR Twelve thousand zero DOLLARS CENTS	12,000	00	12,000	00

TOTAL PRICE - (Sum of Total Amounts for Bid Items 1-21 set out above):

One hundred thirty three thousand seven hundred and twenty Dollars

and zero Cents

(Amount In Words)

$ 133,720.00

(Amount In Figures)

[continued on following page]

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Southington

County of Hartford

Elinor Korcari, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Elinor Korcari (circle/complete as applicable) of S. & O Construction LLC (Contractor's Name), the Contractor that has submitted the attached Agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury.

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	None				
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1	None				
2					
3					
4					

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Organization Name (if none state NONE)	Address	Type of Ownership
1	None		
2			
3			
4			

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name (if none state NONE)	Title	DOB	Stock %
1	Elinor Koscari	owner/operator	11/8/76	100%
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	None				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME (if none state NONE)	PLACE OF INCORPORATION / REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	S & O Construction LLC	Connecticut	33 Skelton Ave, Wolcott CT
2			
3			
4			

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification (Proposer to complete applicable section below.)

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's Agreement with the City of Waterbury.

Certification For Partnership/Sole Proprietor (Requires Notarization)

In presence of:

_____
Witness

_____
Name of Partnership/Business (Print of Type)

By: _____
Signature of General Partner/ Sole Proprietor

_____
Name of General Partner/ Sole Proprietor (Print of Type)

Address of Business: _____

_____

_____

State of _____)

) SS

County of _____)

_____being duly sworn, deposes and says that he/she is _____ of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20_____.

_____
Signature of Notary Public

_____
Name of Notary Public (Print of Type)

SEAL

My Commission Expires: _____

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

Certification For Corporation/LLC (Requires Notarization)

In presence of:

Joseph E Mongo
Witness

S20 construction LLC
Name of Corporation (Print of Type)

Address of Business: 1585 Meriden Rd
Wolcott CT 06716

Affix Corporate Seal

By: Elinor Korcari
Signature of Authorized Corporate Officer

ELINOR KORCARI
Name of Authorized Corporate Officer (Print of Type)

Its: Owner
Title of Authorized Corporate Officer (Print of Type)

State of Connecticut)
) SS Southington
County of Hartford)

Elinor Korcari being duly sworn, deposes and says that he/she is owner of S20 Construction LLC and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 11th day of June 2024.

Matilda Vangjel
Signature of Notary Public

Matilda Vangjel
Name of Notary Public (Print of Type)

My Commission Expires: 10/31/2027

MATILDA VANGJEL SEAL
Notary Public, State of Connecticut
My Commission Expires Oct. 31, 2027

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date 7/29/2024**

To: **Ryan Bushka- Asst. Project Manager**
Public Works

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following ***are not delinquent***.

S&O Construction, LLC
Elinor Korcari
22 Shelton Ave.
Wolcott, CT 06716

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

Nancy J Olson

NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

CONSTRUCTION CONTRACT
for

SHIRLEY STREET DRAINAGE IMPROVEMENTS

between
The City of Waterbury, Connecticut

and

S & O CONSTRUCTION LLC

THIS CONTRACT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and S & O CONSTRUCTION LLC located at 33 SHELTON AVE, WOLCOTT, CT 06716, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, the Contractor submitted a Proposal to the City in response to **Request for Proposal ("RFP") Number 7553** for the **SHIRLEY STREET DRAINAGE IMPROVEMENTS**; and,

WHEREAS, the City accepted the Contractor's Proposal for **RFP Number 7553;** and,

WHEREAS, the City desires to obtain the Contractor's services for **SHIRLEY STREET DRAINAGE IMPROVEMENTS** pursuant to the terms set forth in this Contract (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, supplies, transportation, and incidentals shall comply with **(i)** any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and **(ii)** generally accepted professional standards.

1.1. The Project consists of **SHIRLEY STREET DRAINAGE IMPROVEMENTS** as detailed and further described in the Proposal Documents in

Attachment A and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 7553** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 7553** Addendum #1, dated May 28, 2024 and consisting of 3 pages (attached hereto);

1.1.3 Contractor's Proposal, dated June 10, 2024 and consisting of 49 pages, submitted in response to **RFP Number 7553** and Contractor's Price Proposal, dated June 10, 2024 and consisting of 7 pages (all attached hereto);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Special Conditions (Article 1 – Article 25) consisting of 14 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 113) consisting of 35 pages (attached hereto);

1.1.8 Technical Specifications consisting of 48 pages (attached hereto);

1.1.9 Standard Details consisting of 10 sheets (attached hereto);

1.1.10 State Wage Rate Documentation (attached hereto);

1.1.11 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.12 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.13 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.14 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically.

1.2.1 Federal, State, and local laws, regulations, charter and ordinances
1.2.2 Contract Amendment(s) and Change Orders
1.2.3 Contract
1.2.4 Contractor's Price Proposal, dated June 10, 2024
1.2.5 Special Conditions
1.2.6 General Conditions
1.2.7 Technical Specifications
1.2.8 Standard Details

2. Representations Regarding Qualification and Accreditation. The Contractor represents that its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon Contractor's representations.

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2. Representations regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services under this Contract, are in full compliance with those statutes, regulations and

ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

3. Responsibilities of the Contractor. The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

3.1. Due Diligence Obligation. The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's RFP document, including, but not limited to the plans, specifications, drawings and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its Proposal during the RFP process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services and functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services and functions are included in this Contract and thereby warrants that:

3.1.1 it conducted or had opportunity to conduct all due diligence prior to the submission of its Proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its Proposal shall be borne by the Contractor. Furthermore, the Contractor had the opportunity during the RFP process to ask questions it saw fit and to review the responses from the City;

3.1.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

3.1.3 it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

3.1.4 it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its Proposal. In the event the Contractor failed to disclose any such new cost prior to the submittal of its Proposal, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

3.1.5 it has familiarized itself with the nature and extent of the RFP Documents, Project, locality, and with all local conditions and Federal, State

and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Project;

3.1.6 it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's RFP documents and other documents for **RFP Number 7553** (collectively "Proposal Documents");

3.1.7. it agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

3.1.8. it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

3.1.9 it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

3.1.10 The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

3.2. Safety. Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

3.3. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the Contractor shall assume full

responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.4. Working Hours. To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

3.5. Cleaning Up. The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

3.6. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

3.7. Standard of Performance. All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

3.7.1 In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

3.8. Contractor's Employees. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or

required in this Contract.

3.9. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are **(i)** subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or **(ii)** unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Surveys. All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

3.11. Permits and Licenses. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract and for the City's occupancy, use, and operation of the Project.

3.12. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. Except as may be otherwise required in Attachment A, one (1) copy of such instructions shall be furnished to the City.

3.13. Review by the City. The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

3.14. Records Maintenance. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

3.15. FUNDING REQUIREMENTS. The Contractor is hereby put on notice that this Contract is a municipal public works contract anticipated to be funded in whole or in part by State of Connecticut Local Capital Improvement Program ("LoCIP") funds. Contractor shall comply with all LoCIP requirements, including but not limited to those provided in Section 12.4, Section 13.3 and "**Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi Public Agency Project Contracts", dated REV.20220808**, attached hereto as **Attachment B-1** and incorporated herein.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

4.1. The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

4.2. The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

5. Contract Time. The Contractor shall: (1) commence all work and services within one (1) week of the City's issuance of its written Notice to Proceed, (2) reach Substantial Completion of all work and services required under this Contract by **October 31, 2024**, and (3) reach Final Completion of all work and services required under this contract on or before **November 15, 2024** ("Contract Time").

5.1. Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Contractor shall pay to the City the sum of the greater of **FIVE HUNDRED DOLLARS AND ZERO CENTS ($500.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

5.2.1.2 The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other actual expense, and all other damages allowed by law, including attorney's fees.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **ONE HUNDRED FORTY-SEVEN THOUSAND NINETY-TWO DOLLARS AND ZERO CENTS ($147,092.00**) (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Proposal set forth in **Attachment A's** "Contractor's Price Proposal, dated June 10, 2024 and consisting of 7 pages", which is summarized below:

i. $133,720.00……(Base Bid Items 1-21)

And

ii. $ 13,372.00…….(Owner Controlled Contingency Allowance only to be used upon the prior written approval of the City Engineer or his designee)

6.1.1 Contractor agrees to hold all pricing, including all unit pricing, as set forth in Attachment A until Final Completion or until the all work and services required under this Agreement have been fully performed to the satisfaction of the City Engineer, or as may be amended pursuant to this Contract and City Ordinance.

6.2. Retainage. At the City's sole discretion, it hereby reserves the right to withhold as retainage five percent (5.0 %) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contact are fully completed and accepted in writing by the City. The retainage does not does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

6.3. Limitation of Payment. Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

6.3.1 Funding. In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

6.3.2 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

6.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

6.4. Proposal Costs. All costs of the Contractor in preparing its bid for **RFP Number 7553** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

6.5. Payment for Services, Materials, Appliances, Employees. The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

6.6. Liens. Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the

Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

6.7. Contractor's Certificate of Completion. Upon the Contractor's **(i)** completion of all Project milestones, and **(ii)** Substantial Completion of the Project, and **(iii)** Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

6.8. Final Payment. All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

6.9. Clean Water Fund Project Requirements. In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

6.9.1 submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

6.9.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good

quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss.

8.1. City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

8.2. Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

8.3. After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

9. Indemnification.

9.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs

or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Contractor 's duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

9.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

9.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

9.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

9.6. In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts

imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

10. Contract Bonds. The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** three hundred sixty-five (365) calendar days after the City delivers its written notice of its acceptance of the Project.

11. Contractor's Insurance.

11.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

11.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

11.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

11.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

11.4.1 General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

11.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

11.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employer Liability (EL):
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

11.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate
Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

11.4.5 Contractor's Pollution Liability Insurance:
$1,000,000.00 each Occurrence/Claim
$1,000,000.00 Aggregate
There will be no exclusion for Hazardous Materials, including Asbestos and Lead

11.5. Failure to Maintain Insurance: In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

11.7. Certificates of Insurance: All Contractor's Insurance except Workers' Compensation shall be endorsed to add the City of Waterbury as additional insured and provide waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers' Compensation. All policies shall include a Waiver of Subrogation".** The City's Request for Proposal Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies).

11.8. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

11.9 Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

12. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNUTY; COPELAND ANTI-KICKBACK ACT, as supplemented in the Department of Labor Regulations (29 CFR, Part 3); DAVIS BACON ACT as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the HOUSING and COMMUNITY DEVELOPMENT ACT of 1974, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut

General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference made a part hereof.

12.1. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the bid and pricing contained in this Contract do not include the amount payable for said taxes.

12.2. Labor and Wages-Federal and State. The Contractor and its subcontractors shall conform to Federal and State of Connecticut labor laws, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

12.2.1 The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn.Gen.Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

12.2.2 The Contractor is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as may be amended from time to time..

12.4.1 Definitions – For purposes of Section 12.4 and Section 13.3 of this Contract::

i. "Small contractor" means (A) any contractor, subcontractor, manufacturer, service company or corporation that (i) maintains its principal place of business in the state, and (ii) is registered as a small business in the federal database maintained by the United States General Services Administration, as required to do business with the federal government, or (B) any nonprofit corporation that (i) maintains its principal place of business in the state, (ii) that had gross revenues not exceeding twenty million dollars in the most recently completed fiscal year prior to such application, and (iii) that is independent.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

iii. "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or

other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, financed by state funding in an amount equal to fifty thousand dollars or less.

12.4.2 The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, if the municipal public works contract awarded to the Contactor is funded in whole or in part by state funds.

12.4.3 The Contactor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut, and is in excess of FIFTY THOUSAND DOLLARS ($50,000.00), for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

12.4.4 Set-Aside requirements – Any contractor awarded a municipal public works contract, on the basis of competitive bidding procedures, shall comply with the following Set –Aside requirements:

i. set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors, and

ii. of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

12.4.5 Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

13. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

13.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors

13.3. Affirmative Action/Nondiscrimination.

13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an

"affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by Public Act 23-204, and as may be amended from time to time, the following are required for every Municipal Public Works Contract:

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or

other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56; and

(5) Nondiscrimination affirmation provision. The Contractor understands the obligations of this section 13.3 and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in conformance with the nondiscrimination requirements of this section 13.3. The authorized signatory of the Contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the Contract, [or] (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the Contractor understands its obligations, or (C) signing the Contract.

14. Good Jobs Ordinance

14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.

14.1.1 The Contractors and its Subcontractors shall comply with the specific requirements of "An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" (the "Good Jobs Ordinance"), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

14.1.2 Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

14.1.3 This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of $500,000.00 or greater and only to the extent permitted by federal and state law.

14.1.4 Definitions. For purposes of this paragraph:

i. "Administrator" shall be defined as it is in the Good Jobs Ordinance.

ii. "Apprentice" shall be defined as it is in the Good Jobs Ordinance.

iii. "Basic Skilled Worker" shall be defined as it is in the Good Jobs Ordinance.

iv. "Contractor" shall be defined as it is in the Good Jobs Ordinance.

v. "Covered Project" shall be defined as it is in the Good Jobs Ordinance.

vi. "Hiring Goal" shall be defined as it is in the Good Jobs Ordinance.

vii. "Resident" shall be defined as it is in the Good Jobs Ordinance.

viii. "Subcontractor" shall be defined as it is in the Good Jobs Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

14.1.5 Hiring Goals. If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

i. at least thirty percent (30%) of its total worker hours performed by City Residents, and

ii. at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and

iii. at least seventy percent (70%) of all "new hires" (as that term is

defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and

iv. a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and

v. a minimum of five percent (5%) of the construction workforce labor hours will be women, and

vi. a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or

vii. as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

14.1.6 Good Faith Efforts. The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term “Good Faith Efforts” shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

14.1.7 Action Plan and Pre-Construction Meeting. Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

14.1.8 Other Contractor Obligations. In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

14.2 Liquidated Damages Applicable To Section 14.1

14.2.1 If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith Efforts documentation must be delivered to the City for its evaluation.

ii. if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars ($1,000.00) as liquidated damages.

14.2.2 If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay

one thousand dollars ($1,000.00) to the City for each week of ongoing violation.

14.2.3 The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

14.2.4 No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

14.2.5 The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

14.2.6 Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

15. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

15.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

15.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

15.3. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers'

representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

15.4. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

15.5. The Contractor will certify that any vacant employment positions, including training positions, that are filled **(i)** after the Contractor is selected but before the Contract is executed, and **(ii)** with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

15.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

15.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible **(i)** preference and opportunities for training and employment shall be given to Indians, and **(ii)** preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. Termination.

16.1. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either **(i)** giving written notice to the Contractor of a date certain by which Contractor shall, to

the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or **(ii)** giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

16.1.1 In the event of a termination, all finished or unfinished documents, data, studies, reports, plans, specifications, drawings, supplies, services, etc. prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

16.1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

16.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

16.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation and disbursement of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City in the event that sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

16.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

16.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

16.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

16.4. Rights Upon Termination.

16.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses which it is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

16.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or

Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

16.4.3 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract.

16.4.4 Delivery of Documents. In the event of termination, **(i)** the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

17. Force Majeure. Contractor shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

17.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

17.2. Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

18. Subcontracting. The Contractor shall not, without the prior written approval of the City's Using Agency, subcontract, in whole or in part, any of the Contractor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all federal, state and local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all services provided hereunder shall comply with all Federal, State and local, laws, regulations and ordinances.

18.1. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

18.2. The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

18.3. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

19. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

20. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

21. Interest of City Officials. No member of the governing bodies of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

22. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the Project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Entire Contract. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor, and must comply with the City's Charter and Code of Ordinances.

24. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

25. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

26. Survival. Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

27. Changes in the Project: Change Orders.

27.1. Requests for Change Orders. The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

27.2. Procedures.

27.2.1 The Contractor's Response to a Change Request.

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract

completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request**.**

27.2.2 City's Acceptance of Change Request. If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

27.2.3 City's Rejection of Change Request. If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

27.3. City Discretion. The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

27.4. Change Orders Governed by the Provisions of this Contract. All work performed under a Change Order is governed by the provisions of this Contract.

28. Conflicts or Disputes. This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute

over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP Number 7553**, and **(ii)** the Contractor's response to **RFP Number 7553.** Said historical documents are attached hereto as part of **Attachment A.**

28.1. Procedure. This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

28.2. Presumption. This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Contractor agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

30. Binding Contract. The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

31. Waiver. Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

32. Governing Laws. This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: S & O CONSTRUCTION LLC
33 SHELTON AVE
WOLCOTT, CT 06716

City: City of Waterbury
c/o Engineering Department
185 South Main Street, 5th Floor
Waterbury, CT 06706

With copy to:

City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc, whether or not they are expressly stated in this Contract, including but not limited to the following:

34.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

34.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

34.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

34.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

34.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

34.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

34.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

34.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

34.9. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

34.10 The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

34.11. The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

34.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

34.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

34.14. PROHIBITION AGAINST CONTINGENCY FEES. The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

34.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than $2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

35. Definitions. Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

35.1 Additional Work: Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.

35.2 Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.

35.3 Bidder or Proposer: A person, partnership, corporation or other business organization submitting a bid or proposal on the form for the Work contemplated.

35.4 City: The City of Waterbury, acting directly or through specifically authorized personnel.

35.5 Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.

35.6 Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion, and any other identified Project Milestone.

35.7 Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.

35.8 Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for

final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.

35.9 General Conditions and/or Special Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.

35.10 Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.

35.11 Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.

35.12 Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.

35.13 Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

35.14 Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.

35.15 Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.

35.16 Substantial Completion: The time at which, in the opinion of the Project Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work mean Substantial Completion thereof.

35.17 Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.

35.18 Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

35.19 Using Agency: **City of Waterbury Engineering Department.**

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr.
Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

S & O CONSTRUCTION LLC

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 **RFP Number 7553** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 **RFP Number 7553** Addendum #1, dated May 28, 2024 and consisting of 3 pages (attached hereto);

1.1.3 Contractor's Proposal, dated June 10, 2024 and consisting of 49 pages, submitted in response to **RFP Number 7553** and Contractor's Price Proposal, dated June 10, 2024 and consisting of 7 pages (all attached hereto);

1.1.4 Certificates of Insurance (attached hereto);

1.1.5 Performance Bond and Payment Bond (attached hereto);

1.1.6 Special Conditions (Article 1 – Article 25) consisting of 14 pages (attached hereto);

1.1.7 General Conditions (Article 1 – Article 113) consisting of 35 pages (attached hereto);

1.1.8 Technical Specifications consisting of 48 pages (attached hereto);

1.1.9 Standard Details consisting of 10 sheets (attached hereto);

1.1.10 State Wage Rate Documentation (attached hereto);

1.1.11 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.12 Any and all amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);

1.1.13 All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference); and

1.1.14 All permits (including, but not limited to, City of Waterbury Building permit(s)) and licenses (incorporated by reference).

ATTACHMENT B-1

"Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi Public Agency Project Contracts", dated REV.20220808, attached hereto as **Attachment B-1** and incorporated herein.**"**

Non-Discrimination and Affirmative Action Provisions for Municipal Public Works/Quasi-Public Agency Project Contracts

(A) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities; (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(B) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(C) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(D) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a

minority, as such term is defined in subsection (a) of section 32-9n of the Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(E) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(F) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Office of the Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

#36

ANGELA R. JULIANI
CORPORATION COUNSEL, INTERIM

LYNN M. MCHALE*
KEVIN J. DALY
RICHARD J. SCAPPINI
PAUL M. PIESZAK
ALLISON J. RZEWUSKI
JAMIE S. MATTICE**
VICTORIA L. TUCKER

DANIEL J. FOSTER
ASSISTANT CORPORATION COUNSEL, INTERIM

JOSEPH A. MENGACCI
SPECIAL COUNSEL

235 GRAND STREET
WATERBURY, CT 06702
TELEPHONE: (203) 574-6731
FAX: (203) 574-8340

***Also admitted in Florida**
**** Also admitted in New York**

August 2, 2024

City Clerk
235 Grand Street
Waterbury, CT 06702

Re: Agenda items for Board of Alderman
Conveyance Agreement Land Bank

Dear City Clerk:

Please place two separate items on the Board of Alderman's Agenda for their meeting on August 12, 2024. They are as follows:

First item: Approval of an amendment to the Memorandum of Understanding with the Waterbury Land Bank regarding deed restrictions.

Second item: Approval of an Agreement to Convey eight City owned properties to the Waterbury Land Bank.

Very truly yours,

Kevin Daly
Staff Attorney

WATERBURY CITY CLERK
RECEIVED
2024 JUL 32 P 3:52

Office of the Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

ANGELA R. JULIANI
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August 2, 2024

Board of Aldermen
c/o City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Amendment to Land Bank Memorandum of Understanding

Dear Board Members,

The undersigned submits for your approval an Amendment to a Memorandum of Understanding (MOU) between the City and the Waterbury Land Bank Authority. The amendment would change section 8(g) of the MOU which requires those who purchase property from the Land Bank with the intent of building or rehabbing the property to start construction within one year and complete same within three years. The MOU requires the Land Bank to include in their deeds these time frames as deed restrictions. This proposed amendment allows the Land Bank the discretion to reduce the time limits at their discretion. The Land Bank has indicated it sometimes needs to reduce the time frames on smaller improvements such as putting in a driveway which does not require a year to start or three to complete. This proposed change would give the Land Bank the ability to put a tighter time restriction on a lesser improvement project.

Very truly yours,

Kevin Daly
Staff Attorney

AMENDMENT #1
to
MEMORANDUM OF UNDERSTANDING & FUNDING ASSISTANCE AGREEMENT BETWEEN

CITY OF WATERBURY, CONNECTICUT

AND WATERBURY LAND BANK AUTHORITY, INC.

WATERBURY CITY CLERK
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2024 JUL 32 P 4:06

THIS AMENDMENT #1 ("Amendment 1"), effective on the date signed by the Mayor, is made and entered into between the City of Waterbury, Connecticut (the **"City"**) and the Waterbury Land Bank Authority, Inc. (the "**Land Bank"**), known collectively herein as the "Parties," for furthering the mutual goals of the Parties, furthering collaboration between the Parties, establishing policies and procedures that allow the Parties to undertake their respective business collaboratively and concurrently, and for any other purposes that further the mutual goals and interests of the Parties.

WHEREAS, the Land Bank has been organized under the Connecticut Revised Nonstock Corporation Act and the Connecticut Public Act 19-175 permitting the creation of land banks to further the goals of strengthening neighborhoods by returning vacant and abandoned Property to productive use, strategically acquiring properties to reduce blight, promoting economic development, increasing real property values, and improving the quality of life of all City of Waterbury residents, and for any additional lawful purpose consistent with these goals; and

WHEREAS, the City and the Waterbury Land Bank entered into an Agreement effective on August 24, 2022; and

WHEREAS, in accordance with paragraph 13 of the original Agreement the parties wish to amend the Agreement; and;

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Paragraph 8 Section (g) shall be deleted in its entirety and replaced with the following (as italicized):**

8g. All titles of Property conveyed from the Land Bank to any individual or entity shall contain language to the effect title will revert back to the Land Bank in the event that construction or rehabilitation of the Property has not commenced within one year of conveyance of construction completed within three years of conveyance. *The Land Bank may require that construction or rehabilitation commence earlier than one year of conveyance or be completed in less than three years of conveyance.* Upon request by the Land Bank, the individual or entity shall vacate and quit

claim the property back to the Land Bank. The Land Bank may at any time take any necessary action to establish forfeiture of the Property so conveyed.

2. Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective August 28, 2022 shall remain in full force and effect and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Amendment #1 on the dates signed below.

WITNESS:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernereweski, Jr.

Date: _____

WITNESS:

_____

_____

WATERBURY LAND BANK

By:_____

Print Name:_____

Date: _____

Office of the Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

#37

ANGELA R. JULIANI
CORPORATION COUNSEL, INTERIM

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***Also admitted in Florida**
**** Also admitted in New York**

August 2, 2024

City Clerk
235 Grand Street
Waterbury, CT 06702

Re: Agenda items for Board of Alderman
Conveyance Agreement Land Bank

Dear City Clerk:

Please place two separate items on the Board of Alderman's Agenda for their meeting on August 12, 2024. They are as follows:

First item: Approval of an amendment to the Memorandum of Understanding with the Waterbury Land Bank regarding deed restrictions.

Second item: Approval of an Agreement to Convey eight City owned properties to the Waterbury Land Bank.

Very truly yours,

Kevin Daly
Staff Attorney

WATERBURY CITY CLERK
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2024 JUL 32 P 3:52

DD

Office of the Corporation Counsel

THE CITY OF WATERBURY
CONNECTICUT

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***Also admitted in Florida**
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August 2, 2024

Board of Aldermen
c/o City Clerk
235 Grand Street
Waterbury, CT 06702

RE: Conveyance Agreement to Land Bank

Dear Board Members,

The undersigned submits for your approval an Agreement to Convey 8 properties owned by the City to the Waterbury Land Bank Authority under the authority of the Memorandum of Understanding between the City and the Land Bank. Specifically this Agreement conveys the following properties:

1.1 **Vacant Lots:**

a. 148-150 Waterville Street (0214-0576-0025) and (0214-0576-0026)
b. 731 Baldwin St (0392-0304-0132)
c. 107 Cherry St (0275-0087-0127)
d. Jerome Avenue lot (0115-0887-0021)
e. 25 Laurel St Rear (0276-0599-0191)
f. 19 Burton Street (0236-0170-0921)

1.2 **Two Family Structure and associated lots:** 55 Birch Place (0239-0561-0041) and Birch Place lots (i) 0239-0561-0040, (ii) 0239-0561-0034, and (iii) 0239-0561-0411).

The properties were vetted for their usefulness to the City before this Agreement was drafted. The properties are surplus properties that do not have a significant use potential to the City. One of the properties is a two family abandoned blighted structure, the others are vacant lots. The Land Bank had indicated their interest in these properties which triggered the process to convey.

Very truly yours,

Kevin Daly
Staff Attorney

AGREEMENT TO CONVEY

Between
CITY OF WATERBURY
And
THE WATERBURY LAND BANK AUTHORITY, INC.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **THE WATERBURY LAND BANK AUTHORITY, INC.** ("Land Bank"), a State of Connecticut duly registered 501(c)(3) corporation, located at 207 Bank Street, Waterbury, Connecticut.

WHEREAS, Pursuant to C.G.S Section 7-148 p, the City of Waterbury has entered into a Memorandum of Understanding and Funding Agreement ("MOU") with The Waterbury Land Bank Authority, Inc. effective as of August 24, 2022 to convey City owned surplus properties to the Land Bank that are aligned with the purposes as set forth in said MOU;

WHEREAS, The Waterbury Land Bank Authority, Inc. has signified in writing to the City's Property Manager its interest in obtaining the Properties set forth herein for the purposes outlined in the MOU;

WHEREAS, The City Property Manager, after consultation with City Planning and Zoning has determined these properties to be surplus City Property and finds that the properties requested align with the purposes of the Land Bank stated in the MOU;

NOW THEREFORE, The City agrees to convey to the Land Bank the following properties under the terms and conditions set forth herein.

1. **Properties to be Conveyed (each a "Property" and collectively, the "Properties").**

1.1 **Vacant Lots:**
a. 148-150 Waterville Street (0214-0576-0025) and (0214-0576-0026)
b. 731 Baldwin St (0392-0304-0132)
c. 107 Cherry St (0275-0087-0127)
d. Jerome Avenue lot (0115-0887-0021)
e. 25 Laurel St Rear (0276-0599-0191)
f. 19 Burton Street (0236-0170-0921)

1.2 **Two Family Structure and associated lots:** 55 Birch Place (0239-0561-0041) and Birch Place lots (i) 0239-0561-0040, (ii) 0239-0561-0034, and (iii) 0239-0561-0411).

2. **Condition of Transfer.** Pursuant to the terms of the MOU the City hereby sets the following terms of the conveyance and in consideration of such conveyance the Land Bank agrees to the following conditions:

2.1 The Land Bank shall follow the terms of the Memorandum concerning the use of the Properties conveyed and shall endeavor to return the Properties to a more productive use, benefitting the City and its residents by reducing blight, encouraging economic development, increasing housing investment as well as transferring Properties to responsible owners.

2.2 All deeds conveying Property improved with a single family or multifamily dwelling from the Land Bank to a purchaser or conveying Property for the purposes of constructing a new single or multifamily dwelling, shall condition the conveyance on a restriction that the Property be owner-occupied for at least five years commencing with the earlier of (i) the issuance of a certificate of occupancy, or City issued equivalent, or (ii) the date the Property is otherwise legally occupied after conveyance from the Land Bank ("Occupancy Restriction"). Such deeds will also contain a covenant that if the Occupancy Restriction is violated, title to the Property shall revert to the Land Bank.("Reverter") "Property Restrictions" as used herein shall be defined as the Occupancy Restriction and the Reverter. The deed shall include language that in the event of a breach of the Occupancy Restriction, the Grantee receiving title from the Land Bank, shall sign a quit claim deed conveying title of the Property back to the Land Bank to reflect the reverter that has taken place.

This provision will also apply to deeds used to convey homes or multifamily structures the Land Bank constructs on its own and sells to a purchaser. "Multifamily" properties are considered to be owner occupied if at least one of the units is owner occupied under this Agreement.

The Land Bank, in its discretion, may subordinate the Property Restrictions, to a qualified lender's mortgage to permit a purchaser to acquire such financing.

2.3 The Land Bank shall notify and consult with any Neighborhood Association within which it is determined that any of the above properties are located, concerning the disposition of said property. In consulting with any Neighborhood Association, the Land Bank shall at a minimum, disclose the identity of the property and the proposed disposition and use of same and shall discuss same with the appropriate Neighborhood Association prior to the advertising or solicitation of the Property to potential third parties.

2.4 The Land Bank shall require that all construction, renovation, or rehabilitation of a single family or multi family property necessary to make an already improved property compliant with city codes where required for occupancy, or in which an owner has indicated to the Land Bank the intention to build an improvement on an unimproved lot, shall be commenced within one-year from conveyance by the Land Bank and completed within three-years from the conveyance by the Land Bank. The date of completion shall be determined by the City's issuance of the certificate of occupancy or City issued equivalent. Nothing herein would prohibit the Land Bank from requiring shorter time frames to start and complete the rehabilitation, construction, or renovation to the Property being conveyed. These restrictions shall appear in the deed of

conveyance and shall include language that the Property would revert to the Land Bank should these timelines be violated, subject to the Land Bank's right under the Memorandum of Understanding (MOU) with the City to extend or except out these timelines under conditions determined in writing by the Land Bank. The Deed of the Property from the Land Bank to a Grantee shall also include a requirement that should the Property revert to the Land Bank under the conditions set forth in this paragraph, the Grantee must execute and deliver a quit claim deed back to the Land Bank to reflect the reverter that has taken place.

The Land Bank, in its discretion, may subordinate the construction time limit restrictions and reverter set out in this section, to a qualified lender's mortgage to permit a purchaser to acquire such financing.

3. **Closing.** The transfer of title will take place within twenty days of the Mayor's execution of this Agreement. All Conditions of Transfer as stated herein shall survive the conveyance of title.

4. **Audit.** The City reserves the right to audit the Land Bank's books of account in relation to this Agreement any time. In the event the City elects to make such an audit, the Land Bank shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to: all documents evidencing the transfer or sale of the Properties, all documents evidencing construction or rehabilitation of the Properties, payroll records, all costs and expenses of the Land Bank, bank statements and canceled checks, etc.

5. **Title.** The City shall provide Land Bank with a Quit Claim Deed conveying "Good Title" in the above Properties to the Land Bank as that term is defined in the Memorandum. If the title to any of the Properties conveyed under this Agreement is found not to be marketable or insurable, or otherwise not to be "Good Title", the Land Bank shall convey back the Property to the City unless the City agrees to correct the title issue within a reasonable time after discovering a title defect, and if the Land Bank agrees to accept such corrected title.

6. **Condition of Premises.** The Land Bank agrees that the Properties listed above are being conveyed hereunder in AS IS Condition, and the Land Bank agrees that the acceptance of the Quit Claim Deed at closing shall constitute an acknowledgement by the Land Bank that the Properties were accepted by the Land Bank, "AS IS AND WITH ALL FAULTS", and without representations or warranties from the City express, implied, or statutory.

7. **Adjustments.** There are no adjustments required for taxes or utilities. The Land Bank shall be responsible for all utilities on the Properties after the closing.

8. **Defaults.** Should the Land Bank default in compliance with any of the terms in this Agreement, the City, upon written notice to Land Bank, shall have the right to require conveyance of the Property which is the subject of the Default back to the City in addition to any other remedies allowed by law.

Should the City default under this Agreement, the Land Bank shall, at its option and upon written notice to the City, return title to the Property back to the City.

9. **Notice.** The parties shall notify the following persons or staff in the event notice to the other party is required hereunder:

9.1.1 All notices, demands, requests or other communications from each party to the other required or permitted under the terms of this Agreement shall be in writing and, sent to the party to whom notice is intended to be given, with a copy to the attorneys for each of the parties at the following respective addresses:

If intended for City: City of Waterbury
235 Grand Street
Waterbury, CT 06702
Attention: The Hon. Paul K. Pernerewski, Jr.

With a copy to: Angela Juliani, Interim Corporation Counsel
235 Grand Street
Waterbury, CT 06702
ajuliani@waterburyct.org

If intended for the Land Bank:

Nancy M. MacMillan
The Waterbury Land Bank Authority, Inc.
207 Bank Street- 3rd Floor
Waterbury, CT 06702
nancy@waterburylandbank.org

9.1.2 Each such notice, demand, request or other communication shall be sent by (i) nationally recognized overnight courier service for next business day delivery, (ii) certified mail return receipt requested, (iii) facsimile transmission, however, if such communication is given via facsimile transmission, an original counterpart of such communication shall concurrently be sent in the manner specified in clause (i) or (ii) above, or (iv) e-mail.

9.1.3 Each such notice, demand or request shall be deemed to have been given upon the earlier of actual delivery, acceptance, or refusal of delivery by the addressee.

10. **Assignment prohibition.** This Agreement is not assignable by either party.

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto represent that they have the authority to execute this Agreement on the dates signed below.

WITNESSES:

_____

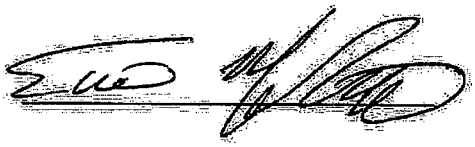
_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr, Mayor

Date: _____

WITNESSES:



Daymara Chacón

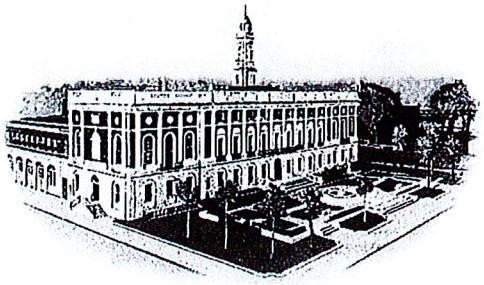
THE WATERBURY LAND BANK AUTHORITY INC.

By: Nancy MacMillan
Nancy M. MacMillan
Its Executive Director

Date: 8/1/24

38

PAUL K. PERNEREWSKI, JR.
MAYOR



OFFICE OF THE MAYOR
THE CITY OF WATERBURY
CONNECTICUT

August 1, 2024

Honorable Board of Aldermen
c/o Michael Dalton, City Clerk
235 Grand Street
Waterbury, CT 06702

Re: Unrestricted and Restricted Appointments to Boards and Commissions

Dear Honorable Board Members:

I hereby notify this Honorable Board of my appointment of the following individuals to the following Boards and Commissions of the City of Waterbury:

The following Appointments are placed before you for favorable consideration, "not to disapprove" the following individuals:

UNRESTRICTED APPOINTMENTS:

BOARD OF ETHICS

Appointee	**Term to be appointed**
F. David Corbett (D)	8/1/2024-7/31/2029

ENVIRONMENTAL CONTROL COMMISSION

Appointee	**Term to be appointed**
Ellen Carter (D)	1/1/2022-12/31/2025
Appointee	**Term to be appointed**
Bilal Tajildeen (BOA-D)	12/1/2023-11/30/2025

RESTRICTED APPOINTMENT:

ENVIRONMENTAL CONTROL COMMISSION

Appointee	**Term to be appointed**
Lisa Marie Luis (R)	1/1/2024 – 12/31/2027

Respectfully submitted,

Paul K. Pernerewski, Jr.
Mayor, City of Waterbury

Item #39

2023-2024 Annual Reports

The following Annual Reports are only available on-line at www.waterburyct.org/services/annual-reports:

- Waterbury Town Clerk
- Waterbury Senior Center
- Waterbury Registrars of Voters
- Waterbury Water Department
- City Planning Department

How to find the Department Annual Reports on the City's Website:

- Go to www.waterburyct.org
- Click the Menu on the upper right of the screen and select Find
- Select All Departments and Services
- Select Annual Reports
- On the Drop-Down Menu, select Fiscal Year 2024

WATERBURY CITY CLERK
RECEIVED
2024 AUG -2 P 1:47

The City of Waterbury
DEPARTMENT OF INSPECTION
185 South Main Street, 5th floor
Waterbury, CT 06706
(203) 574-6832

July 24, 2024

Honorable Board of Aldermen
c/o City Clerk
236 Grand Street
Waterbury, CT 06702

Dear Honorable Board of Aldermen:

Attached please find a request for refund from FREEDOM FOREVER LLC, 6569 LAS VEGAS BLVD SOUTH STE 200, LAS VEGAS, NV 89119 – ELECTRICAL PERMIT PR20240000567 regarding 3 HALLOCK ST., WATERBURY, CT. This permit has been cancelled and no work was done. I respectfully request that the Board of Aldermen refund the cost of the Permits minus 10% processing fee as follows:

PERMIT FEE	$ 650.00
CA FEE	$ 25.00
Minus 10%	$ 67.50
TOTAL REFUND	***$ 607.50***

Attached please find the voucher and supporting documents, which are necessary for Finance to process this refund. Please forward these documents to Finance along with your letter of approval if this request is granted, so that they may process the refund. ***Please send payment to FREEDOM FOREVER LLC, 6569 LAS VEGAS BLVD SOUTH STE 200, LAS VEGAS, NV 89119.***

Thank you for your assistance in this matter.

Sincerely,

E. Gil Graveline
Building Official

SO

FORM A

City of Waterbury

Vendor #: _____ Ship to: _____

Vendor name: **FREEDOM FOREVER LLC**

Address 1: **JACKIE VERBEECK**

Address 2: **6569 LAS VEGAS BLVD SOUTH STE 200**

City: **LAS VEGAS, NV 89119**

Finance Office Use Only

Voucher #: _____

Date Entered: _____

By: _____

WPC Office use Only

PLEASE MAIL REFUND TO: **FREEDOM FOREVER LLC**
6569 LAS VEGAS BLVD SOUTH STE 200
LAS VEGAS, NV 89119

Invoice #: _____ Invoice Date: / / Handling Code No PO Invoice Amount $: _____

Description: Refund of Permit Fees

	Process level (Fund)	Accounting Unit	Account	Activity	Category	Distribution Amount
1	10	50400001	441041			$ 585.00
2	10	50400001	441054			$ 22.50
3						
4						
5						
6						
7						

Comments:

Reimbursement of Permit fees for cancelled
ELECTRICAL PERMIT PR20240000567 RE: 3 HALLOCK ST

Totals: **$ 607.50**

Date received in Finance

Department: Inspection

Date Submitted: July 24, 2024

Approval (Dept Head): E. Gaudreau

AHJ City of Waterbury (CT)

Date: 7/18/2024

Hello,

The customer decided to cancel the Solar Project; therefore, we are seeking a refund on the Permit.

Permit: PR20240000567
Site Address: 3 Hallock Street, Waterbury, CT 06706

Thank you,

Jackie Verbeeck

Jackie Verbeeck
Refund Coordinator

If paid by check, please submit to:
Freedom Forever LLC
6569 Las Vegas Blvd South Ste 200
Las Vegas, NV 89119

The City of Waterbury
236 Grand Street, Waterbury, Connecticut 06702
Inspections: (203) 574-6832 Public Works: (203) 574-6851
City Planning: (203) 574-6817 Fire Marshal: (203) 597 3452

Bureau of Water
21 East Aurora Street, Waterbury, Connecticut 06702
Phone: (203) 574-8251 Fax: (203) 574-2382

Water Pollution Control
210 Municipal Road, Waterbury, Connecticut 06708
Phone: (203) 574-8265 Fax: (203) 574-8269

RECEIPT OF PAYMENT

Receipt Number: 2024059531
Receipt Date: 03/06/2024
Date Paid: 03/06/2024
Full Amount: $681.76

Payment Details:	Payment Method	Amount Tendered	Check Number
	Check	$681.76	28599

Amount Tendered: $681.76
Change / Overage: $0.00
Contact: FREEDOM FOREVER LLC, Address:PERMIT ACCOUNT

FEE DETAILS: 3 HALLOCK ST

Fee Description	Reference Number	Amount Owing	Amount Paid
State Education Fee (Electrical)	PR20240000567	$6.76	$6.76
BD - Electrical Permit	PR20240000567	$650.00	$650.00
BD - CA Fee	PR20240000567	$25.00	$25.00

Sandy Gesner

The City of Waterbury
Department of Inspection
185 South Main Street, 5th floor
(1 Jefferson Square)
Waterbury, CT 06702
Applications & Permits: Monday – Friday 8:00 a.m. to 4:00 p.m.
Building: 203 574 6832 Electrical: 203 574 8382
HVAC / Plumbing: 203 574 6856 Fax: 203 574 6854
Sealer of Weights and Measures: 203 574 8387

BD - Electrical Permit

Permit #: PR20240000567 Date of Issue: 3/6/24

Location of Work: 3 HALLOCK STREET (050303350018)

This permit is hereby granted to perform the following work:

Install
Residential
Install 19 ground mount solar panels 5 KW

POST THIS CARD SO IT IS VISIBLE FROM THE STREET

All work covered by this permit has been authorized by the owner of this property.
This permit is granted under the condition that the work shall be done in accordance with the laws of the State of Connecticut and the ordinance of the City of Waterbury. If any statements of said application are false, or if any change is made to the plans/specifications without the consent of the Building Inspector or his duly appointed agent, this permit shall be revocable.

Approved plans must be retained on the job and this card must be kept posted until final inspection has been made. Such building shall not be occupied until final inspection has been made, and where applicable, a Certificate of Occupancy/Approval has been issued.

The Following Permit in no way relieves the Architect, Engineer, or Contractor from the responsibility of having their design/construction meet all requirements of the Connecticut Fire Saftey Code (C.F.S.C.) and all applicable standards.

Contacts:

Applicant	Gregory Albright68 Gold StAgawam, MA 01001
Contractor	Gregory Albright68 Gold StAgawam, MA 01001
Owner	QUINONES JANETTE60 JOHN STREET 3RD FLWATERBURY, CT 06708
Donation Bin Owner	

Issued By: DOM MASCOLO Title: ELECTRICAL INSPECTOR

Signature: Dom Mascolo

CHARTER REVISION COMMISSION
CITY OF WATERBURY

27

August 1, 2024

Hon. Michael J. Dalton, City Clerk
Hon. Antoinette Spinelli, Town Clerk
235 Grand Street
Courtyard Level
Waterbury, CT 06702

Hon. Michael DiGiovancarlo
President
Board of Aldermen
235 Grand Street
Waterbury, CT 06702

RECEIVED FOR RECORD
2024 AUG -1 P 1:39
TOWN CLERK
CITY OF WATERBURY

Re: Draft Report and Submission of the Charter Revision Commission

Dear President DiGiovancarlo, Members of the Board of Aldermen and, Clerk Spinelli and Clerk Dalton:

Pursuant to §7-191(c) of the Connecticut General Statutes we are pleased to submit to you the Final Report of the Charter Revision Commission in the form of a Proposed Charter Revision for the City of Waterbury, dated July 31, 2024 ("Final Report"). This Final Report is the culmination of a Charter Revision Commission process that began with an organizational meeting on February 15, 2024 and culminated with a final meeting on July 31, 2024, where the Commission conferred with the leadership of the Board of Aldermen and approved all the recommendations as set forth in **Schedule A** of this transmittal letter.

This transmittal is being sent to accommodate the submission schedule of the Board of Aldermen. We will submit a more detailed letter addressing our final observations on the Final Report. In the meantime, with the exception of the four items approved in accordance with the July 15, 2024 Recommendations of the Board of Aldermen, the May 31, 2024 Transmittal Letter addresses all of the substantive changes in the Charter as set forth in the Final Report. We will provide a redline early next week, which should assist in your final review.

We will be available at your meeting on the 12th of August to answer any questions you may. It has been our honor to serve the Board of Aldermen and the City of Waterbury.

Respectfully submitted,

WATERBURY CHARTER REVISION COMMISSION

By: _____
Stephanie E. Cummings
Chair

WATERBURY CITY CLERK
RECEIVED
2024 JUL 32 P 1:39

Members
Stephanie Cummings, Chair – Joyce Petteway, Vice Chair
Bryan Baker - Desira Blanchard – Isaias Diaz – Trayvonn Diaz
Paul Kondash - Margaret O'Leary – Aharon Weisenfeld

Attorney Steven G. Mednick, Counsel

Schedule A

RECOMMENDATIONS TO THE CHARTER REVISION COMMISSION PURSUANT TO C.G.S. §7-191(b)

PRESENTED BY: Michael DiGiovancarlo, President of the Board of Aldermen
APPROVED BY BOARD OF ALDERMEN: July 15, 2024
APPROVED BY CHARTER REVSION COMMISSION: July 31, 2024

1. **Chapter 1, Sec. 1B-2.B: Define "Majority Vote of the Board of Aldermen"** in order to establish a clear and unambiguous voting standard.

2. **Chapter 1, Sec. 1C-3: Postponement of Taxes.** Add a provision that would require the Mayor and Board of Aldermen to act in tandem to "abate" and "postpone" the collection of taxes from "persons as are poor and unable to pay the same."

3. **Chapter 1, Sec. 1E-1: Officers to Arrest without Warrant.** Modify this provision to eliminate the term "guilty" and to adopt the current state statutory framework for "arrests without warrant."

4. **Chapter 2, Sec. 2B-4: Vacancies in Elective Office.** Please review and retain the proposed the 60 day deadline to apply for appointment by the Mayor only.

Item #1

Chapter 1, Sec. 1B-2.B: Define "Majority Vote of the Board of Aldermen" in order to establish a clear and unambiguous voting standard.

Sec. 3A-1(a)(3)
Sec. 3A-1(a)(4)
Sec. 3A-2(d) and (e)
Sec. 3B-1(b)(2)
Sec. 3B-2
Sec. 3B-3(c)
Sec. 3B-4(a)
Sec. 3B-6(c) [Scrivener's Correction]
Sec. 4-2(b)(2)(iii)
Sec. 6B-1(b)
Sec. 9D-1(b)
Sec. 11A-2(c)
Sec. 11A-7

is closed for business, the deadline shall be extended through the close of the next City business day, unless otherwise required by Law, including this Charter.

(8) Department or Administrative Departments means any major functional or administrative division of the City (including those entities specifically set forth in §7A-2(b) of this Charter)), established by this Charter or by Ordinance and thereafter included in the budget of the City, where the **Department Head**, as defined in §7A-2(b), is appointed in accordance with §7A-2 of this Charter.

Commented [SGM8]: Action Item #9: Defined Term (Approved - 05142024)

(9) Elector or **Elector of the City** means an individual residing in the City who qualifies as an elector as set forth by the General Statutes[12].

Commented [SGM9]: Action Item #9: Defined Term (Approved - 05142024)

(10) General Statutes means the General Statutes of the State of Connecticut, as amended from time to time; also referred to as "C.G.S" or "G.S.".

Commented [SGM10]: Action Item #9: Defined Term (Approved - 05142024)

(11) Law includes, but is not limited to, decisions of courts and administrative bodies (or any agreements sanctioned by any such bodies), federal, State, or local statutory or regulatory enactments, including this Charter and all applicable Ordinances or other rules contained therein.

Commented [SGM11]: Action Item #9: Defined Term (Approved - 05142024)

(12) "Majority Vote of the Board of Aldermen" or Majority Vote of the Board[13]" means an affirmative vote of at least a majority of the full membership of the Board, at a Meeting of the Aldermen at which a quorum is present.

Commented [SGM12]: 07312024: CRC Approval of Aldermanic Recommendation

~~(12)~~**(13) Mayor**[14] is the chief executive officer of the municipality, as required by the General Statutes. Where in this Charter or the Ordinances thereunder, reference is made to "Mayor or designee," the identity of the designee must, at all times, be determined, in the sole discretion of the Mayor.

Commented [SGM13]: Action Item #9: Defined Term (Approved - 05142024)

~~(13)~~**(14) Meeting** or **Public Meeting**[15] has the meaning set forth in C.G.S. §1-200(2), including Meetings by means of electronic equipment, as may be amended from time to time.

Commented [SGM14]: Action Item #4: Defined Term (Approved - 04252024)

~~(14)~~**(15) Meeting (or Hearing Notice)**[16] means a notice or warning for a regular, special or emergency Meeting and/or Public Hearing of the Board of Aldermen or any Boards and Commissions. Such Public Meeting (or Hearing) Notice requirements may be further defined or established in this Charter, Ordinance or the rules of the Board of Aldermen or any Board or Commission insofar as the notice requirements are in accordance with the General Statutes.

Commented [SGM15]: Action Item #4: Defined Term (Approved - 04252024)

Commented [SGM16]: Action Item #17.A (Approved 05232024)

~~(15)~~**(16) Ordinance(s)** means the codes of local laws resulting from the authority vested in the Board of Aldermen and the Mayor, as set forth in this Charter, to: (a) establish rules of general municipal application, the violation of which may result in the imposition of a fine or other penalty; (b) create a permanent local law of general applicability; or (c) accomplish other objectives permitted by the General Statutes as may be enacted in accordance with the provisions of this Charter.

Commented [SGM17]: Action Item #9: Defined Term (Approved - 05142024)

~~(16)~~**(17) Public Hearing**[17] means a publicly noticed Meeting or official proceeding held in order to receive testimony, public comment or other public participation from all interested parties, including the general public, on a proposed issue, item or action, unless otherwise required by the General Statutes.

Commented [SGM18]: Action Item #4: Defined Term (Approved - 04252024)

Action Item #17 – Approved (05232024)

Sec. 3A-2. Powers of the Board of Aldermen.

The Board of Aldermen shall have the following powers:

(a) to exercise the powers specifically granted to the Board of Aldermen by the General Statutes or this Charter; including the power to enact Ordinances in the manner provided in this Charter not inconsistent with the General Statutes or this Charter, for the government of the City and the management of its business, for the preservation of good order, peace and health, for the welfare and safety of its inhabitants and the protection and security of their property. It is authorized and empowered, by Ordinance, to regulate, amplify and define the corporate powers;

(b) to provide a public seal or any alteration thereof[58];

(c) to oversee and adopt legislation pertaining to the finances of the City, including, but not limited to the following[59]:

(1) to adopt, by Resolution as set forth in Chapter 9 of this Charter, the capital and operating budget of the City, as provided in this Charter, including the power to lay taxes (including the regulation of the assessment and collection of taxes and enforcement of liens) and make appropriations to meet the expenses of the City;

(2) to manage, regulate and control the purchase of real property, subject to the approval by an affirmative vote of eleven (11) members of the Board of Aldermen;

(3) to undertake public improvements, approve the issuance of public bonds and other financing instruments related thereto and to assess benefits and damages, therefore, in the manner set forth in the General Statutes and this Charter;

(4) to provide for the due execution, authentication and delivery of deeds, grants and releases of City property, of contracts and of evidence of indebtedness issued by the City;

(5) to provide the mode of keeping the accounts of and of adjusting and paying claims against the City;

(6) to provide for the establishment and maintenance of sinking funds for proposed public improvements; and

(7) to receive gifts, donations and bequests for public purposes and public trusts and to agree to the prescribed conditions and terms accompanying the same, and to accept gifts and provide for the administration of trusts for all purposes for which the City is authorized or required to make expenditures;

(d) to adopt Ordinances, by a majority vote of the Board of Aldermen present and voting, pertaining to the management, regulation and control of the finances and property, real and personal, of the City, including the disposition of the improvements thereon, including, but not limited to the sale and lease thereof ("Disposition");

Commented [SGM58]: 07312024: CRC Approval of Aldermanic Recommendation

(1) Three Successive Meetings to Break Deadlock. Such matter, if required to obtain a successful election of either a majority or minority leader, shall be pursued and conducted, if necessary, by cast of ballots at three (3) separately convened Meetings of the Board during the month of December at the commencement of the municipal term, during the course of which the members who have failed to elect either a majority or minority leader shall be required to cast ballot upon the matter of election of such officer at least one time at each of these Meetings.

(2) Impasse Resolution. If after thirty (30) Days from the beginning of the municipal term, either the majority or minority leader has not been elected by the members on the Board, due to a deadlocked election, (such term for purposes of this section meaning that no one (1) candidate has received the majority of votes ~~see,~~ in accordance with §3B-4 of this Charter~~),~~ then and in that event, the deadlocked election shall be decided by the first procedure outlined hereinafter as the methodology set forth in this Charter for filling the office of their majority or minority leader:

Commented [SGM65]: 07212024: Scrivener's correction in accord with Aldermanic Recommendation.

Commented [SGM66]: Item #51 – Gender Neutrality.

(i) whichever candidate is determined to have served the longest period of prior Board of Aldermen service (measured in total years, months and days, whether consecutively served or not) shall be deemed to be either the majority or minority leader, whichever the case may be, by operation of law through this Charter provision;

(ii) should it be determined no candidate has served a longer period of prior Board of Aldermen service (as defined above) than any other candidate, then the certified election returns for the municipal election which composed the Board at the beginning of the municipal term shall be reviewed and whomever from among the candidates who are deadlocked for either majority or minority leader received the higher total vote cast for their election to membership on the Board of Aldermen shall be deemed to be either the majority or minority leader, whichever the case may be, by operation of law through this Charter provision.

Sec. 3B-6. Approval or Veto by Mayor[82].

Commented [SGM75]: Structural Modification.

(a) **Transmittal of Aldermanic Legislative Actions[83].** Each vote, Resolution, order, bylaw or Ordinance or Ordinance Amendment ("Aldermanic Legislative Action") which passes said Board shall be transmitted forthwith to the Mayor.

(b) **Mayoral Action.** If the Mayor shall:

(1) **Approve** by (i) signing it or (ii) shall fail to take action on it within ten (10) Days after its passage, such Ordinance, Ordinance ~~amendmen~~amendment, Resolution or other vote, order or bylaw, shall become operative from and after such date, except as otherwise provided in this Charter. If approved, record shall be made of the date of approval; if no action be taken, record shall be made of the date when it becomes operative by reason thereof[84].

Commented [SGM76]: Item #50 – Proposed Definitions.

(2) **Disapprove** and thereafter shall, within ten (10) Days, return it to the City Clerk, accompanied by objections in writing. Upon receipt the Clerk shall present the same to the Board of Aldermen at its next Meeting; and such ~~Ordinance~~Ordinance, Resolution or other vote, order or bylaw shall not become operative unless passed over the Mayor's veto[85].

Commented [SGM77]: Item #51 – Gender Neutrality.

(c) **Aldermanic Override.** The Mayor's veto may be overridden by an affirmative vote of three-fifths (3/5^{ths}) of the ~~members, present and absententire~~ membership of the Board of Aldermen ("Veto Override")[86]. In the event the number of votes required for passage exceeds three-fifths (3/5^{ths}), the Veto Override shall be a number equal to the number of votes required for passage[87].

Commented [SGM78]: 07312024: CRC Approval of Aldermanic Recommendation

(d) **Line Item Veto.** The Mayor may also approve or disapprove of any part of any Ordinance, Resolution or other vote, order or bylaw and the part disapproved shall be void unless passed over the Mayor's veto, as aforesaid; but, if any measure shall be approved in part and disapproved in part, the part approved shall not become operative unless the part disapproved shall be passed over the Mayor's veto as aforesaid, or unless the part approved shall again be passed by a three-fifths (3/5^{ths}) vote of the entire membership of the Board of Aldermen[88].

Commented [SGM79]: Item #50 – Proposed Definitions. Item #51 – Gender Neutrality.

Scrivener's Edit

Commented [SGM80]: 07312024: CRC Approval of Aldermanic Recommendation

PART C. ASSESSMENT OF BENEFITS AND DAMAGES[89]

Sec. 3C-1. Board of Aldermen to Assess Benefits and Damages[90].

In addition to or in the alternative to any and all powers conferred by Law, said Board of Aldermen may, before the execution of any order for the improvement of any public street or highway other than ordinary repairs, or for the alteration or construction of any other public work authorized by this Charter, except the construction of curbs, sidewalks, sanitary sewers and for the discontinuance of any highway or any part thereof, including the layout if necessary of a new highway in the place thereof, make an assessment upon the property which, in the judgment of said Board, is specially benefited thereby, and shall determine the particular amount of such expense to be paid upon such assessment, by the person owning such property. In making such assessment the Board of Aldermen shall assess as benefits such sums as may be awarded as damages, together with not less than two-thirds (2/3^{rds}) of the estimated cost of such improvements upon the property which is specially benefited thereby; provided sufficient benefits can be found accruing to and property upon which to make such assessments.

PART B. INDEPENDENT COMMISSIONS REQUIRED BY CHARTER: FINANCE AND AUDIT REVIEW COMMISSION, DEPARTMENT OF AUDIT, THE ETHICS COMMISSION AND CIVIL SERVICE COMMISSION

Commented [SGM123]: Item #50 – Proposed Definitions

Sec. 6B-1. Finance and Audit Review Commission[135].

(a) Powers and Duties. There shall be a Finance and Audit Review Commission, which shall have authority to examine into all matters relating to the financial and budgetary efficiency, efficacy and condition of the City. Notwithstanding the provisions of this Charter pertaining to the executive powers of the Mayor, the Department of Audit shall be under the direct supervision of the Finance and Audit Review Commission.

(1) Financial Review. Said Commission is authorized to audit and examine or cause to be audited and examined, the books and accounts of any and all of the Departments and officials of the City, including the Department of Education.

(2) Administrative Policy Review. Said Commission shall review the contents of the annual audit and make recommendations to the Mayor regarding the manner and means of improving the administrative processes pertaining to the operations of the City.

(3) Supervision of the Department of Audit. Said Commission shall be responsible for the general supervision of the Department of Audit and shall give due consideration to requests from the Mayor or the Board of Aldermen in establishing and modifying the work plan of the Commission or its staff.

(4) Required Cooperation. Each officer and employee of any Department, institution, Board or Commission or other administrative unit of the City shall assist said Commission and Department of Audit in carrying out the provisions of this section.

(b) Membership. Said Commission shall consist of seven (7) Electors of the City appointed by the Mayor, subject to the advice and consent of a majority of the members of the Board of Aldermen present and voting. The Commission shall choose a chair and such other officers as it may desire. Commencing on January 1, 2003, the Mayor shall appoint four (4) members for a term of four (4) years and three (3) members for a term of two (2) years. Following the term of two (2) years the Mayor shall, on or after January 1, 2005, appoint three (3) members for a term of four (4) years.

Commented [SGM124]: 07312024: CRC Approval of Aldermanic Recommendation

(1) Qualifications. The members of the Commission shall have professional or business experience in the fields of accounting, management or financial analysis as evidenced by being a certified public accountant, certified management accountant or having earned a master or doctorate degree in business, finance or public administration or the equivalent thereof; or, at least five (5) years of experience as a financial officer of a business or public administrator or such other qualifications as may be further defined by Ordinance.

(2) Restrictions. Notwithstanding the provisions of this Charter, no more than three (3) members of the Commission shall be members of the same political party. Furthermore, no person who has served in the previous three (3)

Commented [SGM125]: Action Item #17 – Approved (05232024).

Sec. 11A-2. Water Supply; Uses[325].

(a) The Board of Aldermen shall have all the powers and duties formerly had by the Town or City or by any of its agencies or prescribed by Law and not inconsistent with this Charter, concerning brooks, rivers, springs, ponds, lakes, reservoirs, streams, channels, banks of streams, watercourses, sewerage and land, in the City and outside thereof, and shall have all the rights and powers granted to the court of common council by number 252 of the Special Acts of 1893, as it has been or may be amended, and all contracts made by the City with any corporation, public or private under the authority thereof are ratified, validated and confirmed and declared to be of full force and effect, and the titles to any lands or easements or other property acquired thereunder are likewise ratified, validated and confirmed.

(b) The Mayor, with the consent of eleven (11) members of the Board of Aldermen, is empowered to contract and agree on behalf of the City, upon such terms as the Mayor and Board of Aldermen may deem advisable, with any electric power company, incorporated and doing business in this State, in such manner and form as will enable such power company to develop electrical energy by water power from any surplus waters which may exist in any present or future reservoir or reservoirs of said City. The term "surplus water", as used herein, shall be construed to mean such water impounded in or escaping from such reservoir or reservoirs as is not actually needed by the City for the public use and convenience of the inhabitants. All water so used for the purpose of developing electrical energy shall be returned to the stream from which taken. The Mayor, with the consent of eleven (11) members of the Board of Aldermen of the City, is empowered to contract to lease any land owned by the City to such electrical power company for such length of time and on such terms as may be agreed upon for the location thereon of power houses, conduits and transmission lines and for such other purposes as may be necessary or convenient for the creation, development or transmission of electrical energy developed from such surplus water by the power company contracting for its use.

Commented [SGM195]: Action Item #17 – The voting standard issue should be reviewed by Board of Aldermen (05232024).

(c) The City is empowered, by its Mayor and a majority of ~~its~~the Board of Aldermen present and voting, to contract to supply water for domestic purposes and fire protection to any municipality, borough or fire district, through which, or contiguous to which, the water supply mains of said City are or shall, be laid, or in which its reservoir or reservoirs are located, or may contract to supply water for domestic purposes and fire protection to any private company, chartered for the purpose of supplying water to such municipality, borough or fire district, on such terms and rates as shall be just and equitable to the contracting parties.

Commented [SGM196]: 07312024: CRC Approval of Aldermanic Recommendation.

Sec. 11A-3. Authorization Regarding the Water Supply[326].

(a) That the Board of Aldermen, in addition to the powers heretofore granted, is hereby authorized and empowered to take and convey from any or all brooks, rivers, springs, ponds, lakes, and reservoirs within the limits of the County of New Haven or of the County of Litchfield, such supply of water as the necessities or convenience of the inhabitants of said City may require. (Partially repealed by §§11A-4 and -5, below)

Commented [SGM197]: Scrivener's Edit.

(b) The Board of Aldermen is hereby empowered, and it shall be its duty, by committee or otherwise, to ascertain feasible place for the introduction and proper

Item #2

Chapter 1, Sec. 1C-3: Postponement of Taxes. Add a provision that would require the Mayor and Board of Aldermen to act in tandem to "abate" and "postpone" the collection of taxes from "persons as are poor and unable to pay the same."

Sec. 1C-3. Postponement of Taxes[22].

Commented [SGM29]: 07312024: CRC Approval of Aldermanic Recommendation

(a) ———In addition to the powers conferred upon the Mayor and Board of Aldermen of the City to abate the taxes assessed upon such persons as are poor and unable to pay the same, said Mayor and Board of Aldermen are empowered, by order approved by the majority vote of the Board of Aldermen present and voting, and the Mayor, in any case where they find the owner of, or the life tenant in, any real property, to be poor and unable to pay the taxes assessed upon such real estate, to (1) cause the collection of any such tax to be postponed until after the death of such owner or life tenant or the transfer or change of the title to such property, and (2) to cause a certificate of lien to be recorded in the office of the Town Clerk of the Town of Waterbury, describing such real estate, the name of the owner or life tenant and the amount of the taxes assessed against such property and stating that the collection of such tax is to be postponed until after the death of such owner or life tenant or the transfer or change of the legal title to such property; and (3) such lien shall thereupon take precedence and priority of all other liens or encumbrances on such property, except that taxes due to the State and other City liens prior in date, and the lands or buildings on which any such lien may so exist shall be liable to be foreclosed after the death of such owner or life tenant or the transfer or change of the title of any such property, in the same manner as if such lien were a mortgage thereon in favor of the City.

(b) Such taxes, when so postponed, shall bear interest which at its maximum shall be the rate set forth in the General Statutes pertaining to a lien for the nonpayment of taxes.

(c) The Director of Finance or Tax Collector shall, upon Notice from the City Clerk that the collection of such taxes has been so postponed, cause such certificate of lien to be recorded forthwith in the manner hereinbefore stated, and thereupon said Tax Collector shall be free from any further obligation concerning such tax.

~~(a)~~(d) The Corporation Counsel, upon the decease of such owner or life tenant or upon the transfer or change of the title to such property, shall enforce the collection of such tax and make due return to the Department of Finance.

~~(b)~~(e) ———No provision of the General Statutes concerning deferment of taxes shall apply within the City and all taxes deferred or postponed must be so deferred or postponed under the provisions of this section.

Sec. 1C-4. Liens for Taxes on Real Property[23].

In the alternative to any powers conferred by the General Statutes, the City may proceed as set forth in this section. The estate of any person in any portion of real estate situated in the Town of Waterbury, which is by Law set in the list for taxation, shall be subject to a lien for that part of the estate's taxes which is laid upon the valuation of such real estate as found in such list when finally completed, which lien shall continue from the first (1st) Day of October in the year previous to that in which such taxes became due until two (2) years after such taxes became due and, during its continuance, shall take precedence only of all mortgages, attachments and liens purporting to cover or affect such estate in the whole of such portion and becoming matters of record before said first (1st) Day of October, and of all transfers and encumbrances in any wise affecting such estate in such portion, or any part of it, and becoming matters of record after said first (1st) Day of October. Such lien while it shall continue as above, may be enforced by levy and sale

Commented [SGM30]: Item #51 – Gender Neutrality.

Item # 3

Chapter 1, Sec. 1E-F: Officers to Arrest without Warrant. Modify this provision to eliminate the term "guilty" and to adopt the current state statutory framework for "arrests without warrant."

Sec. 1E-5. Officers to Arrest Without Warrant[34].

Commented [SGM39]: 07312024: CRC Approval of Aldermanic Recommendation

It shall be lawful for all members of the Police Department of the City, and it shall be their duty, to arrest without previous complaint or warrant ~~all persons guilty of an~~, any person(s) for any offense under the provisions of any Law in the City, when ~~such offense shall be committed within the City and when such offenders shall be taken~~ the person(s) is taken or apprehended in the act or on the speedy information of others~~; and all persons arrested shall~~. Said person(s) must be taken before the Superior Court in Waterbury for trial at the next session thereof. Said authority under this provision shall be taken in accordance with the requirements of the General Statutes[B].

[B] **Sec. 54-1f. (Formerly Sec. 6-49). Arrest without warrant. Pursuit outside precincts.** (a) For purposes of this section, the respective precinct or jurisdiction of a state marshal or judicial marshal shall be wherever such marshal is required to perform duties. Peace officers, as defined in subdivision (9) of section 53a-3, in their respective precincts, shall arrest, without previous complaint and warrant, any person for any offense in their jurisdiction, when the person is taken or apprehended in the act or on the speedy information of others, provided that no constable elected pursuant to the provisions of section 9-200 shall be considered a peace officer for the purposes of this subsection, unless the town in which such constable holds office provides, by ordinance, that constables shall be considered peace officers for the purposes of this subsection.

(b) Members of the Division of State Police within the Department of Emergency Services and Public Protection or of any local police department or any chief inspector or inspector in the Division of Criminal Justice shall arrest, without previous complaint and warrant, any person who the officer has reasonable grounds to believe has committed or is committing a felony.

(c) Members of any local police department or the Office of State Capitol Police and constables and state marshals who are certified under the provisions of sections 7-294a to 7-294e, inclusive, and who perform criminal law enforcement duties, when in immediate pursuit of a person who may be arrested under the provisions of this section, except a person alleged to have violated only a municipal ordinance, are authorized to pursue such person outside of their respective precincts into any part of the state in order to effect the arrest. Such person may then be returned in the custody of such officer to the precinct in which the offense was committed.

(d) Any person arrested pursuant to this section shall be presented with reasonable promptness before proper authority.

Item #4

Chapter 2, Sec. 2B-4: Vacancies in Elective Office. Please review and retain the proposed the 60 day deadline to apply for appointment by the Mayor only.

Sec. 2B-4. Vacancies in Elective Office[44].

Commented [SGM47]: Action Item #11 – Approved (050724)

~~(-)~~(a) Whenever any elective office of the City, other than that of Mayor, shall become Vacant, as defined in this Charter, the successor to such Vacant office shall be appointed by the Mayor for the unexpired portion of the term no later than sixty (60) Days from the effective date of the Vacancy as determined by the City Clerk, in consultation with the Corporation Counsel, as appropriate (the "Appointee").

Commented [SGM48]: Action Item #12 – Approved (051424)

Commented [SGM49]: 07312024: CRC Approval of Aldermanic Recommendation

~~(b) **Board of Aldermen.** In the event the Mayor fails to appoint a replacement member of the Board of Aldermen in accordance with the provisions of §2B-4(a), above, the remaining members of the Board of Aldermen shall, by a majority vote of the members present and voting, fill the Vacancy for the remainder of the term. The replacement member shall be of the same Voting District and party affiliation as that of the immediate previous incumbent.~~

~~(c) **Board of Education.** In the event the Mayor fails to appoint a replacement member of the Board of Education in accordance with the provisions of §2B-4(a), above, the remaining members of the Board of Education shall, by a majority vote of the members present and voting, fill the Vacancy for the remainder of the term. The replacement member shall be of the same party affiliation as that of the immediate previous incumbent.~~

~~(d) **Other Elective Offices.** Unless the method for replacement of a Vacancy for other elective offices is otherwise provided by Law, in the event the Mayor fails to appoint any other elective officer in accordance with the provisions of §2B-4(a), above, the members of the Board of Aldermen shall, by a majority vote of the members present and voting, fill the Vacancy for the remainder of the term. The replacement elective officer shall comply with all qualifications pertaining to service in the office required by Law and the Charter and be of the same party affiliation as that of the immediate previous incumbent.~~

~~(-)~~(b) **Residency.** The Appointing Authority, whether the Mayor or otherwise, shall, prior to selecting and appointing any replacement member or officer, consult with both ~~Regisrars~~Registrars of Voters to verify that the Appointee is an Elector and an Elector who resides in the apporporiate Voting District, in the event the replacement member is being apointed to a Vacancy on the Board of Aldermen. The determination of Elector and residency status shall be made by agreement of both Registrars of Voters. If there is a tie, the final determination shall be in the sole discreiton of the City Clerk, or, if the Vacancy is in the Office of the City Clerk, the responsibility shall be conferred upon the Town Clerk.

Sec. 2B-5. Town Clerk to Examine and Admit Electors[45].

The Town Clerk shall hold sessions to examine the qualifications of Electors and admit to the Elector's oath those who shall be found qualified, in the manner provided by the General Statutes.

Sec. 2B-6. Elections Clerk[46].

The Town Clerk shall be the elections clerk of the City and Town of Waterbury. All election duties imposed by Law upon the municipal clerk, City Clerk or Town Clerk shall be the responsibility of and be performed by the Town Clerk of Waterbury as elections clerk.

FINAL REPORT[A]

CHARTER

OF THE

CITY OF WATERBURY

Presented to the Board of Aldermen

Approved 31 July 2024
Transmitted to the City Clerk and Town Clerk: 1 August 2024
Pursuant to C.G.S. §7-191(c)

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[A] Subject to non-substantive revisions and edits by the Corporation Counsel and Special Counsel.

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PREAMBLE[1]

We the people of the City of Waterbury, in order to create an efficient and effective structure of government, to establish a balance of power and facilitate cooperation between the executive and legislative bodies, to provide for the effective management of City finances, to establish the City as an entity with which businesses will be eager to transact, to ensure that government will work for the people, to acknowledge and preserve the history of this proud document, and to affirm our pride and faith in the government of this great City, do establish this Charter of the City of Waterbury. Let this document serve as a blueprint for people of good heart, able mind, sincere purpose and willingness to unselfishly serve the people. May it parallel our heritage of brass, service, reliability and endurance with luster.

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CHAPTER 1. CITY LIMITS AND POWERS

PART A. TERRITORY AND CORPORATE POWERS

Sec. 1A-1. Territory[2].

The territorial limits of the body politic and corporate existing under the name of the City shall include all the land and territory situated within the limits of the Town of Waterbury.

Sec. 1A-2. How Constituted. Corporate Powers[3].

All the Electors of the State of Connecticut, dwelling within said limits, shall continue to be a body politic and corporate by the name of "The City of Waterbury" (hereinafter referred to as "City"), and by that name they and their successors shall have perpetual succession and shall be capable of suing and being sued, pleading and being impleaded, in all suits and actions, in law or in equity; shall have power to purchase, hold and convey any estate, real or personal; may have a common seal and may change and alter the same at pleasure and shall be and remain absolutely vested with the title to the improvements of all the lands, tenements, hereditaments, rights and estates which, since the original incorporation of the City, have become vested in the City, and whereof the City has never been lawfully divested.

Sec. 1A-3. Enumerated Powers Not Exclusive[4].

The enumeration of particular powers by this Charter shall not be held to be exclusive, but it is intended that the City shall have, in addition to the powers so enumerated, all municipal powers within and without the City limits which may be reasonably necessary or convenient for the government and regulation of its inhabitants and its local affairs and for the performance of public services, not inconsistent with Law, including this Charter.

Sec. 1A-4. City Succeeds All Other Municipal Governments[5].

All rights and powers conferred and duties and obligations imposed by Law, upon towns and cities, or any officers of them, shall be held to be conferred or imposed upon the City, except as herein otherwise provided, to be exercised or discharged by such officer or officers of the City as may be specified by this Charter or in accordance with its provisions. There shall be no other municipal government within the City limits, but the City shall be the successor in every respect to the corporation of the same name existing under previous Charters and amendments thereto and to the Town of Waterbury.

PART B. CONSTRUCTION AND STANDARDS OF GENERAL APPLICABILITY OF THE CHARTER OF THE CITY OF WATERBURY[6]

Sec. 1B-1. Definitions and Titles Generally[7].

The definitions contained in the General Statutes of the State of Connecticut shall govern the interpretation of this Charter unless otherwise defined herein. Articles and Sections are for the purpose of ready reference and shall not be held to limit, extend or effect the interpretation and meaning of the text.

Sec. 1B-2. Definitions[8].

A. Capitalized terms[9]. The following rule has been used in determining which terms in this Charter are capitalized: All references to particular City officials, as defined, below, and to particular City Departments, Boards and Commissions are capitalized, while general references are not.

B. Defined terms[10]. The following terms shall have the meanings set forth in this subsection unless otherwise specified in this Charter:

(1) Aldermen or Board of Aldermen[11] means the legislative body of the City, as required by the General Statutes.

(2) Board or Commission means, for the purposes of this Charter and the Ordinances, all boards, commissions, authorities created by the City in accordance with Law, whether such entity is elected or appointed, including the Board of Education. The Board of Aldermen as defined in §1B-2.B(1) of this Charter and established in Chapter 3, herein, is not a Board or Commission for the purposes set forth in Chapter 6, herein, and as the term "Boards and Commissions" is used throughout this Charter.

(3) Calendar Days, unless otherwise set forth by Law, including this Charter, includes Sundays and holidays in computing such period, except that, if the last Day of such period is on a Sunday or holiday, such Day shall not be counted, and the last Day shall be the Day following such Sunday or holiday.

(4) Charter means the Charter of the City of Waterbury.

(5) City means the City of Waterbury.

(6) City Clerk is an elective official who serves the function set forth in this Charter, in particular in §5A-1 through -3.

(7) Day(s) means Calendar Days; unless, otherwise specifically set forth in this Charter or as otherwise required by Law. Moreover, where a Day set forth in this Charter or the Ordinances falls on a weekend, holiday or day when the City

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Action Item #17.K.1 and 2 (05232024)

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is closed for business, the deadline shall be extended through the close of the next City business day, unless otherwise required by Law, including this Charter.

(8) Department or Administrative Departments means any major functional or administrative division of the City (including those entities specifically set forth in §7A-2(b) of this Charter)), established by this Charter or by Ordinance and thereafter included in the budget of the City, where the **Department Head**, as defined in §7A-2(b), is appointed in accordance with §7A-2 of this Charter.

(9) Elector or **Elector of the City** means an individual residing in the City who qualifies as an elector as set forth by the General Statutes[12].

(10) General Statutes means the General Statutes of the State of Connecticut, as amended from time to time; also referred to as "C.G.S" or "G.S.".

(11) Law includes, but is not limited to, decisions of courts and administrative bodies (or any agreements sanctioned by any such bodies), federal, State, or local statutory or regulatory enactments, including this Charter and all applicable Ordinances or other rules contained therein.

(12) "Majority Vote of the Board of Aldermen" or Majority Vote of the Board[13]" means an affirmative vote of at least a majority of the full membership of the Board, at a Meeting of the Aldermen at which a quorum is present.

(13) Mayor[14] is the chief executive officer of the municipality, as required by the General Statutes. Where in this Charter or the Ordinances thereunder, reference is made to "Mayor or designee," the identity of the designee must, at all times, be determined, in the sole discretion of the Mayor.

(14) Meeting or **Public Meeting**[15] has the meaning set forth in C.G.S. §1-200(2), including Meetings by means of electronic equipment, as may be amended from time to time.

(15) Meeting (or Hearing Notice)[16] means a notice or warning for a regular, special or emergency Meeting and/or Public Hearing of the Board of Aldermen or any Boards and Commissions. Such Public Meeting (or Hearing) Notice requirements may be further defined or established in this Charter, Ordinance or the rules of the Board of Aldermen or any Board or Commission insofar as the notice requirements are in accordance with the General Statutes.

(16) Ordinance(s) means the codes of local laws resulting from the authority vested in the Board of Aldermen and the Mayor, as set forth in this Charter, to: (a) establish rules of general municipal application, the violation of which may result in the imposition of a fine or other penalty; (b) create a permanent local law of general applicability; or (c) accomplish other objectives permitted by the General Statutes as may be enacted in accordance with the provisions of this Charter.

(17) Public Hearing[17] means a publicly noticed Meeting or official proceeding held in order to receive testimony, public comment or other public participation from all interested parties, including the general public, on a proposed issue, item or action, unless otherwise required by the General Statutes.

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Commented [SGM12]: CRC review of Aldermanic Recommendations

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Action Item #17 – Approved (05232024)

(18) Public Notice or Notice[18] means a notice for matters other than Meetings or Public Hearings, including the public inspection, posting or availability of any documents or data or requisite notice of individual actions or proceedings to be undertaken, as may be required by this Charter, the Ordinances or otherwise by Law. This definition specifically includes matters where "publication" was required under the Charter, in effect prior to January 1, 2025, or the General Statutes. Any Public Notice, including Meeting (or Hearing) Notice must be posted as specifically set forth in this Charter and in accordance with the requirements of the General Statutes. In the event the requirement of the Charter is more stringent than the requirements of the General Statutes, then the Charter provision prevails. Public Notice, including Meeting (or Hearing) Notice must be posted (a) in the Office of the City Clerk and other public spaces or locations in City Hall or other municipal office building designated by the City Clerk in order to assure sufficient disclosure to and access by the public; (b) on the City web-site, or, in the discretion of the City Clerk through other electronic media or other technology by the City Clerk, including a specific link to the item being noticed; (c) on the land records as may be required by Law, including this Charter or the Ordinances; and, (e) if otherwise required by Law, including this Charter or the Ordinances, by publication in a newspaper having a circulation in the City, if any or, if there is no such newspaper, as may be otherwise required by this provision of the Charter including any other means required by Law. Public Notice or Notice does not include service of notice or service of process to an individual or individuals under Law.

(19) Quorum means a majority of the entire membership of the Board of Aldermen or any Board or Commission, the presence of whom is required to transact business, but a smaller number may adjourn.

(20) Resolution means a declaratory action on a given matter by the Board of Aldermen that (a) expresses the sentiment or intent of the Aldermen; (b) governs the business of the Board of Aldermen; (c) expresses recognition by the Board of Aldermen; or (d) complies with the specific requirements of the General Statutes with regard to certain legislative enactments.

(21) Special Acts or **Special Laws** means the acts of the General Assembly of the State pertinent to the City.

(22) State or **Connecticut** means the State of Connecticut.

(23) State Constitution means the Constitution of the State of Connecticut.

(24) Town Clerk is an elective official who serves the function set forth in the General Statutes and this Charter, in particular in §5B-1 through -2.

(25) Vacancy or, in the alternative, the use of the word **Vacant** means whenever any person holding elective office, or a member of a Board or Commission, is unable to complete the current term of office for any cause, including, but not limited to (a) death, (b) resignation; (c) removal or expulsion, as set forth in §3B-3(c) and §6A-10 of this Charter, (d) failure to remain an Elector of the City; (e) failure to remain an Elector of the City and resident of the Voting District where the residence is required for holding the office, or (f) other reason as may be permitted by Law. For purpose of commencing the process of appointment or reappointing members in accordance with the protocols and time-frames set forth

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Commented [SGM26]: Action Item #12: Defined Term (Approved - 05142024)

in §4-2(b) of this Charter, the end of the term shall constitute a Vacancy. Notwithstanding the end of the term of office, incumbent members of appointive Boards and Commissions are permitted to serve until their successors have been appointed and qualified as set forth in §6A-2 of this Charter.

C. Use of Terms.

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(1) Where reference is made to the word "shall," the legislative intention is to make the function a mandatory or imperative obligation for the Public Official or entity charged with an obligation under this Charter or under the Ordinances. It is recommended that to avoid any doubt the word "must" or "required" should be used in order to impose clarity on the concept of obligation.

(2) Where reference is made to a majority, two-thirds (2/3rds) or other voting standard of the "**entire membership**" of the Board of Aldermen, Board or Commission, it shall refer to the voting privileges conferred upon the duly qualified elected or appointed members of the body, including those absent and those present but not voting; however, it shall take into account any Vacancies on the body.

PART C. TAXATION DISTRICTS[19]

Commented [SGM28]: Recodification of Part

Sec. 1C-1. How Constituted[20].

There shall be one taxation district in the City, which shall comprise all the territory within the limits of the City. All the inhabitants and property within the limits of such City shall be liable for taxation to defray the burden and expenses imposed by the City upon its inhabitants and property.

Sec. 1C-2. When Taxes Become Due And Payable; Discount of Taxes[21].

All property taxes becoming due and payable in the City, exclusive of special taxes, assessments, and water charges and sewer charges, shall be subject to a discount of one (1%) percent of the total amount, if claimed by the taxpayer at the time of making payment and if the entire tax is paid in one payment within the first installment collection period. Due dates of all property taxes levied in the City shall be determined in the manner described in the General Statutes.

Sec. 1C-3. Postponement of Taxes[22].

Commented [SGM29]: CRC review of Aldermanic Recommendations

(a) In addition to the powers conferred upon the Mayor and Board of Aldermen of the City to abate the taxes assessed upon such persons as are poor and unable to pay the same, said Mayor and Board of Aldermen are empowered, by order approved by the majority vote of the Board of Aldermen present and voting, and the Mayor, in any case where they find the owner of, or the life tenant in, any real property, to be poor and unable to pay the taxes assessed upon such real estate, to (1) cause the collection of any such tax to be postponed until after the death of such owner or life tenant or the transfer or change of the title to such property, and (2) to cause a certificate of lien to be recorded in the office of the Town Clerk of the Town of Waterbury, describing such real estate, the name of the owner or life tenant and the amount of the taxes assessed against such property and stating that the collection of such tax is to be postponed until after the death

of such owner or life tenant or the transfer or change of the legal title to such property; and (3) such lien shall thereupon take precedence and priority of all other liens or encumbrances on such property, except that taxes due to the State and other City liens prior in date, and the lands or buildings on which any such lien may so exist shall be liable to be foreclosed after the death of such owner or life tenant or the transfer or change of the title of any such property, in the same manner as if such lien were a mortgage thereon in favor of the City.

(b) Such taxes, when so postponed, shall bear interest which at its maximum shall be the rate set forth in the General Statutes pertaining to a lien for the nonpayment of taxes.

(c) The Director of Finance or Tax Collector shall, upon Notice from the City Clerk that the collection of such taxes has been so postponed, cause such certificate of lien to be recorded forthwith in the manner hereinbefore stated, and thereupon said Tax Collector shall be free from any further obligation concerning such tax.

(d) The Corporation Counsel, upon the decease of such owner or life tenant or upon the transfer or change of the title to such property, shall enforce the collection of such tax and make due return to the Department of Finance.

(e) No provision of the General Statutes concerning deferment of taxes shall apply within the City and all taxes deferred or postponed must be so deferred or postponed under the provisions of this section.

Sec. 1C-4. Liens for Taxes on Real Property[23].

In the alternative to any powers conferred by the General Statutes, the City may proceed as set forth in this section. The estate of any person in any portion of real estate situated in the Town of Waterbury, which is by Law set in the list for taxation, shall be subject to a lien for that part of the estate's taxes which is laid upon the valuation of such real estate as found in such list when finally completed, which lien shall continue from the first (1st) Day of October in the year previous to that in which such taxes became due until two (2) years after such taxes became due and, during its continuance, shall take precedence only of all mortgages, attachments and liens purporting to cover or affect such estate in the whole of such portion and becoming matters of record before said first (1st) Day of October, and of all transfers and encumbrances in any wise affecting such estate in such portion, or any part of it, and becoming matters of record after said first (1st) Day of October. Such lien while it shall continue as above, may be enforced by levy and sale completed before its expiration. No sale of real estate for taxes shall divest the estate sold of any existing lien for other taxes which would not have been divested had such sale been made by the owners of such real estate.

Commented [SGM30]: Item #51 – Gender Neutrality.

Sec. 1C-5. Liens for Assessments, Water Charges, Sewer Charges and Other Charges[24].

In addition to or in the alternative to any and all powers conferred by Law, and, in addition to or in the alternative to, without limiting Ordinance provisions regarding the collection and lien practices and methods of the City of Waterbury, the City may proceed as set forth in this section. All assessments made under the provisions hereof for any public works or improvements including sewers, streets, brooks, rivers, watercourses, curbs, sidewalks and water charges , delinquent sewer charges and for any expense

incurred for which any person shall be liable to the City shall be a lien upon the property upon which such assessments were made or expense incurred, or which is benefited thereby, and any claim for the use of water shall be a lien upon the house or tenement or lot wherein or in connection with which such water was used by the owner or occupant thereof; and all liens created under the provisions of this Charter shall take precedence and priority of all other liens or encumbrances on the property whereon the same is imposed, except taxes due to the State and other City liens prior in date, and the lands, buildings or other property on which any such lien may exist shall be subject to foreclosure proceedings in the same manner as if such lien were a mortgage thereon in favor of the City, to secure the amount of such assessment or expense; provided no such lien shall continue to exist longer than one hundred and twenty (120) Days after such assessment shall have become payable, or, as the case may be after such expense shall have been incurred, unless within that period a certificate, signed by the Director of Finance conducting the functions of the Tax Collector, as set forth herein, describing the property on which such lien exists and the amount claimed by the City as a lien thereon shall be lodged with the Town Clerk of the Town of Waterbury; and provided no certificate of lien shall be lodged with said Town Clerk, until the public work or improvement for which assessment is made, as hereinbefore set forth, is completed. In the instance of lien-continuing certificates for water charges or sewer charges, it shall be sufficient for the Tax Collector to file in March of each year one such certificate for all unpaid charges pertaining to each separate property for the preceding calendar year. Whenever any assessment shall be made under the provisions of this Charter upon the layout or grade of any new street, a certificate of such assessment shall be lodged by the City Clerk with said Town Clerk within two (2) weeks after such assessment is duly adopted by the Board of Aldermen, which certificate shall be at once recorded by said Town Clerk in a book to be kept by the said Clerk for such purpose, marked or entitled "Certificates of Assessments." Except in the instance of water charges or sewer charges as herein provided, if any assessment shall remain unpaid for a period of one hundred and twenty (120) Days after the charge therefore has been levied, which levy shall only be made subsequent to completion of the work or until any other expense is incurred, a certificate of lien upon the property so assessed shall be filed by the Tax Collector in the manner and with the effect hereinbefore set forth. No unpaid assessment for such layout or grade of new streets, brooks, river, watercourse, laying of curb or sidewalk, sewers or for water charges or sewer charges shall be transmitted by the Tax Collector to the Corporation Counsel until after such assessment shall become collectible by reason of the work having been completed or water charges or sewer charges due and no assessment upon any such work or improvement shall be collectible until such work has been completed. All liens set forth in this section shall bear interest, from the expiration of one hundred and twenty (120) Days after the date when the assessment upon which such liens are based shall become due and collectible, at the rate of six (6%) percent per annum until paid and discharged; and any such lien shall cease to exist whenever a certificate that the claim secured thereby, together with the interest and costs thereon, has been fully satisfied to the City, signed either by the Tax Collector, or Corporation Counsel, shall be lodged with the Town Clerk aforesaid. All certificates set forth in this section shall be recorded by said Town Clerk in a book kept for that purpose. All City liens for assessments or water charges or sewer charges filed by the Tax Collector and recorded in the office of the Town Clerk within one hundred and twenty (120) Days from the time the assessment or water charges or sewer charges became due and payable are validated and all liens, not previously discharged, shall remain of record and have the same effect as if filed within ninety (90) Days from the time the assessment or water charges or sewer charges became due and payable. Upon non-payment of any sewer assessment or any part thereof within the time prescribed by Law, a lien shall be filed not later than one (1) year after such assessment or any part thereof became due and payable.

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Commented [SGM33]: Item #51 – Gender Neutrality.

Sec. 1C-6. Expiration of liens[25].

Unless a longer of period of time is set forth in the General Statutes, all tax liens, municipal liens or improvement liens upon private property which shall have been recorded in the land records of the City for more than fourteen (14) years shall be invalid, and such property shall be free from the encumbrance of such lien unless an action of foreclosure shall have been commenced during such period of fourteen (14) years, and, a Notice of *lis pendens* filed for record in the office of the Waterbury Town Clerk. Such Town Clerk shall, if no such Notice shall have been filed, upon the request of any interested person, discharge such lien of record by noting on the margin of such record "discharged by operation of Law," and thereafter no payment of the debt evidenced by such lien shall be enforced against any person or corporation.

PART D. CHARTER AMENDMENTS AND COMPILATIONS[26].

Sec. 1D-1. Compilation of Ordinances, Charter Sections and Special Acts[27].

On or before March first of each even-numbered year, the Corporation Counsel of the City shall print a publication of all amendments to the Ordinances, all new Ordinances, new Charter sections, amendments to Charter sections, and any special acts of a permanent nature pertaining to the City as a cumulative supplement to the compilation of the Ordinances, Charter and Special Acts. Said compilation to be called "The Charter and Ordinances of the City" shall be maintained in a current status by the Corporation Counsel. The compilation and all supplements thereto shall be available for sale at a reasonable cost to be determined by the City Clerk. A copy of each compilation and supplement shall be deposited by the City Clerk in the Office of the Secretary of the State, in the State Library, in the bar library for Judicial District of Waterbury and in the Silas Bronson Library.

Commented [SGM34]: Item #50 – Proposed Defined Term

Sec. 1D-2. Penalties for Charter Violations[28].

Any person who shall violate any provision of this Charter, for which violation no punishment has been provided, shall be fined not more than One Thousand ($1,000.00) Dollars or imprisoned not more than two (2) years or both.

PART E. LEGAL MATTERS[29].

Sec. 1E-1. Sufficiency of Notice [30].

In all cases where Notice is required, by Law, to be given by any of the Boards or Commissions, except as otherwise expressly provided in this Charter, a Notice signed by the clerk of such Board or Commission and served upon the party therein mentioned at least three (3) Days before the day of hearing or in case of a nonresident of the City but a resident of this State, a like Notice by said clerk deposited in the post office in the City, postage paid, directed to the last-known residence of such nonresident, at least six (6) Days before such hearing, or, in case of a nonresident of this State, a like Notice so directed and deposited in said post office at least twelve (12) Days before such hearing, shall be deemed sufficient Notice.

Commented [SGM35]: Action Item #4: Conformity to Definition Provisions (Approved - 04252024)

Commented [SGM36]: Public Hearing Issue raised by Alderman Tajildeen.

Commented [SGM37]: Item #50 – Proposed Defined Term.

Sec. 1E-2. Appeals from Acts of City[31].

Any party who shall feel aggrieved by any act of the Board of Aldermen or of any Department may, within twenty (20) Days after the doing of the act by which the party claims to be aggrieved, appeal from such action to the Superior Court for the Judicial District of Waterbury at its next regular return day, or next but one, after the date of such appeal; provided the party shall have given Notice thereof to the City by leaving a copy of such appeal with the City Clerk, or at the City Clerk's usual place of abode, within twenty (20) Days after the doing of such act. Said Superior Court shall require such appellant to file the reason(s) for such appeal, and may, by committee or otherwise, inquire into the allegations and reasons of appeal duly made, as aforesaid, and may confirm, annul or modify the act appealed from, or make such order in the premises as equity may require, and may allow costs at its discretion. All such appeals shall be privileged cases in the Superior Court and the Corporation Counsel shall cause such appeals to be heard as speedily as possible. No appeal from the assessment of benefits and damages only shall prevent the making of any public improvement during the pending of such appeal.

Commented [SGM38]: Item #51 – Gender Neutrality.

Sec. 1E-3. Joinder of Co-Defendants in Actions against City[32].

Whenever any action shall be brought against the City on a claim for which the City would have a right of action over and against another person, company or corporation, either upon a bond or otherwise, the City may, by filing a cross petition in such action, require such person, company or corporation to be made co-defendant therein; and, if such right of action on the part of the City over and against such person, company or corporation shall be upon a bond, the City may also require the sureties on such bond to be made co-defendants, in which case it shall attach a copy of such bond to its cross-petition, and thereupon such co-defendants may make any defense to such claim which the City might make and shall be liable to pay the judgment, if any, rendered therein against the City and such co-defendants or any of them shall be primarily liable on such judgment; and proceedings on such judgment shall be stayed as against the City until an execution shall have been issued and returned wholly or partially unsatisfied against all such co-defendants. If the City shall, at any time, pay the whole or any part of any such judgment, it shall thereupon to the extent of such payment have and be subrogated to all the rights and remedies against such co-defendants upon such judgment which the plaintiffs had.

Sec. 1E-4. Payment of Judgments and Costs by City; Bonds[33].

No execution shall issue against the City for any judgment or costs recovered against it, but the amount of any final judgment or costs may be recovered against, and shall be paid by, the City in the manner provided herein for the recovery and payment of other claims against the City. The City shall not be required in any judicial or quasi-judicial proceeding to enter into any bond or undertaking or to give any security whatever.

Sec. 1E-5. Officers to Arrest Without Warrant[34].

Commented [SGM39]: CRC review of Aldermanic Recommendations

It shall be lawful for all members of the Police Department of the City, and it shall be their duty, to arrest without previous complaint or warrant, any person(s) for any offense under the provisions of any Law in the City, when the person(s) is taken or apprehended in the act or on the speedy information of others. Said person(s) must be taken before the

Superior Court in Waterbury for trial at the next session thereof. Said authority under this provision shall be taken in accordance with the requirements of the General Statutes[B].

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[B] **Sec. 54-1f. (Formerly Sec. 6-49). Arrest without warrant. Pursuit outside precincts.** (a) For purposes of this section, the respective precinct or jurisdiction of a state marshal or judicial marshal shall be wherever such marshal is required to perform duties. Peace officers, as defined in subdivision (9) of section 53a-3, in their respective precincts, shall arrest, without previous complaint and warrant, any person for any offense in their jurisdiction, when the person is taken or apprehended in the act or on the speedy information of others, provided that no constable elected pursuant to the provisions of section 9-200 shall be considered a peace officer for the purposes of this subsection, unless the town in which such constable holds office provides, by ordinance, that constables shall be considered peace officers for the purposes of this subsection.

(b) Members of the Division of State Police within the Department of Emergency Services and Public Protection or of any local police department or any chief inspector or inspector in the Division of Criminal Justice shall arrest, without previous complaint and warrant, any person who the officer has reasonable grounds to believe has committed or is committing a felony.

(c) Members of any local police department or the Office of State Capitol Police and constables and state marshals who are certified under the provisions of sections 7-294a to 7-294e, inclusive, and who perform criminal law enforcement duties, when in immediate pursuit of a person who may be arrested under the provisions of this section, except a person alleged to have violated only a municipal ordinance, are authorized to pursue such person outside of their respective precincts into any part of the state in order to effect the arrest. Such person may then be returned in the custody of such officer to the precinct in which the offense was committed.

(d) Any person arrested pursuant to this section shall be presented with reasonable promptness before proper authority.

CHAPTER 2. TERMS OF OFFICE AND ELECTIONS

PART A. GENERAL

Sec. 2A-1. Applicability of General Statutes.

The General Statutes, as amended from time to time, relating to elections, including, without limitation, residency requirements and nomination of candidates, shall be applicable to all elections held in accordance with the provisions of this Charter. The Board of Aldermen shall provide by Ordinance for the manner of warning municipal elections and such additional regulations with respect to elections, not inconsistent with the statutes or this Charter, as may be necessary to accomplish the intent of this chapter.

Sec. 2A-2. Bonds[35].

The Director of Finance, in consultation with a qualified insurance consultant retained by the City, shall provide for the City's procurement of individual public official surety bonds for the Director of Finance, Treasury Manager, Tax Collector and Deputy Tax Collector with a bond limit of $100,000. The Director of Finance in consultation with the City's Insurance Consultant shall additionally provide for the City's procurement of a government crime policy (or equivalent policy) with a maximum deductible of $100,000 per loss and minimum coverage limit of $1,000,000. The Bond limits may be increased by Ordinance. Any required bonds and crime policies shall be written on an annual basis and shall be paid by the City[36].

Sec. 2A-3. Officers to Deliver Records to Successors[37].

Each officer of the City and town, upon the expiration of the officer's term of office, shall deliver to the officer's successor in office on the day the said successor takes office, all books, records, vouchers, papers and memoranda under the officer's control relating to the business of the City and town, during the officer's entire term of office and each officer or official shall be personally liable to the City and town for complete and safe delivery of all records under the officer's control to the said successor. Any person who shall violate any provision of this section shall be fined not more than Ten Thousand ($10,000.00) Dollars or imprisoned not more than ten (10) years or both.

PART B. ELECTIONS[38].

Sec. 2B-1. Electors[39].

Each Elector of this State who shall reside within the limits of the City upon the date of any City election, and who shall be qualified to vote therein for City and town officers and qualified to vote therein for State officers, shall be an Elector of the City. All such Electors whose names are legally registered on the list of voters shall be entitled to vote at such election.

Commented [SGM40]: Item #50 – Proposed Defined Term.

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Commented [SGM42]: Action Item #5.A Approved (050124)

Commented [SGM43]: Scrivener's edit.

Commented [SGM44]: Item #51 – Gender Neutrality.

Sec. 2B-2. Date of Election and Terms of Office of Elective Offices[40].

(a) Date of Election[41]. On the Tuesday after the first Monday in November of every other odd numbered year the Electors of the City shall elect by ballot from their number the following officers: Mayor and Town Clerk. On the Tuesday after the first Monday in November of each odd numbered year the Electors of the City shall elect by ballot from their number the following officers: City Clerk; City Sheriff; Fifteen (15) members of the Board of Aldermen; and, Five (5) members of the Board of Education. On the first Tuesday after the first Monday in November 2016 and quadrennially thereafter, the Electors of the City shall elect Registrar of Voters in accordance with the provisions of the General Statutes.

(1) Nomination and Appointment of Constables. Constables shall be nominated and appointed in the City in the following manner: during the period between October 1st and December 1st of each odd numbered year, the town committee of each major political party in Waterbury, as defined in §9-190 of the General Statutes, shall nominate at a Meeting called for that purpose, by a majority vote of those members of the town committee present and voting, four (4) enrolled Electors for the office of constable. The secretary of any such town committee shall forthwith certify the names of such nominees to the Mayor by certified mail, return receipt requested. If for any reason said town committee of any such major political party shall fail to nominate four (4) nominees for the office of constable, as herein provided, prior to the said December 1st date, then the town chairman of any such major political party shall forward and certify to the Mayor within the first five (5) Days of December the names of four (4) enrolled Electors of that party as the nominees of that party for the office of constable. Any such certification of nominees by the said town chairman shall be mailed to the Mayor by certified mail, return receipt requested.

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Upon receipt of this certification from the secretary of such town committee or from the town chairman, as aforesaid, the Mayor shall, between the sixth and fifteenth (15th) Day of December of the same year, make such appointments, pursuant to the provisions of C.G.S. §§9-185 and 9-200, by written notification to the City Clerk and to each of the nominees.

(b) Term of Office[42].

(1) Four Year Term for City Offices. Commencing on December 1, 2015, and quadrennially thereafter, the following elected officials shall hold their respective offices for a term of four (4) years: Mayor; and Town Clerk.

(2) Two Year Term for City Offices. Commencing on December 1, 2005, and biennially thereafter, the following elected officials shall hold their respective offices for a term of two (2) years: City Clerk; City Sheriff; and Fifteen (15) members of the Board of Aldermen.

(3) Four Year Term for Board of Education. Commencing on December 1, 2007, and December 1, 2009, and quadrennially thereafter, the following elected officials shall hold their respective offices for a term of four (4)

years: Five (5) Group A Members (2007) and Five (5) Group B Members (2009) of the Board of Education.

(4) Registrar of Voters. The Registrar of Voters elected in November 2016 shall hold the office for a term of four (4) years as set forth in accordance with the provisions of the General Statutes.

(c) Order of Office and Elector's Choice. The following order of office shall be used in listing the offices and candidates on the ballot: Mayor, Town Clerk, City Clerk, City Sheriff and the members of the Boards of Aldermen and of Education. No Elector shall vote for more than two (2) candidates in their district for the Board of Aldermen and three (3) at large candidates for the Board of Education as set forth in §§3A-1(a) and 8B-1(b) of this Charter. With the respect to the election for the Board of Aldermen the three (3) Aldermen candidates from each district receiving the greatest number of votes in their district shall be elected to the fifteen (15) person Board of Aldermen. With respect to the Board of Education the five (5) Board of Education candidates receiving the highest number of votes shall be elected as members of the Board of Education

Sec. 2B-3. Oaths of Office[43].

Each incoming member of the Board of Aldermen, and each officer of the City and town, or any Board or Commission thereunder, shall, before entering upon the duties of office, make oath or affirmation that the member will (a) support the Constitution of the United States; (b) is not subject to any of the disqualifications enumerated in this Charter; and, (c) will faithfully perform the duties of the office in question, and the form of such oath shall be prescribed by the Board of Aldermen.

Sec. 2B-4. Vacancies in Elective Office[44].

(a) Whenever any elective office of the City, other than that of Mayor, shall become Vacant, as defined in this Charter, the successor to such Vacant office shall be appointed by the Mayor for the unexpired portion of the term no later than sixty (60) Days from the effective date of the Vacancy as determined by the City Clerk, in consultation with the Corporation Counsel, as appropriate (the "Appointee").

(b) **Residency.** The Appointing Authority, whether the Mayor or otherwise, shall, prior to selecting and appointing any replacement member or officer, consult with both Registrars of Voters to verify that the Appointee is an Elector and an Elector who resides in the apporporiate Voting District, in the event the replacement member is being apointed to a Vacancy on the Board of Aldermen. The determination of Elector and residency status shall be made by agreement of both Registrars of Voters. If there is a tie, the final determination shall be in the sole discreiton of the City Clerk, or, if the Vacancy is in the Office of the City Clerk, the responsibility shall be conferred upon the Town Clerk.

Sec. 2B-5. Town Clerk to Examine and Admit Electors[45].

The Town Clerk shall hold sessions to examine the qualifications of Electors and admit to the Elector's oath those who shall be found qualified, in the manner provided by the General Statutes.

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Sec. 2B-6. Elections Clerk[46].

The Town Clerk shall be the elections clerk of the City and Town of Waterbury. All election duties imposed by Law upon the municipal clerk, City Clerk or Town Clerk shall be the responsibility of and be performed by the Town Clerk of Waterbury as elections clerk.

Sec. 2B-7. Informality Need Not Invalidate Results[47].

No informality in conducting any City election shall invalidate the results of such election, which has been conducted fairly and in substantial conformity with the requirements of Law, including any applicable provisions of this Charter.

PART C. CONFLICT OF INTEREST[48].

Sec. 2C-1. Conflict of Interest and Ethics.

(a) Statement of Purpose. Public Office is a public trust. The trust of the public is essential for government to function effectively. Public policy developed by government officials and employees affects every citizen of the City and it must be based on honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting a Code of Ethics this City seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity and fairness of their government.

(b) Ethics and Conflict of Interest Ordinance Required. The Board of Aldermen shall adopt an Ordinance governing and regulating ethics and conflicts of interest and allowing for the investigation of unethical conduct, corrupting influence or illegal activities by any municipal official, officer or employee, as authorized by the General Statutes.

PART D. COMPENSATION OF ELECTED OFFICIALS[49].

Sec. 2D-1. Mayoral Compensation[50].

(a) Base Compensation. Effective on December 1, 2005 the Mayor shall be paid an annual salary in an amount equal to One Hundred Thousand and 00/100 ($100,000.00) Dollars. Thereafter, the salary of the Mayor shall be adjusted only at the commencement of the Mayor's Term of Office, to reflect any changes (the "Term Increment").

(b) The Term Increment[51]. The Term Increment shall be equal to the cumulative sum of the Cost-of-Living Adjustment ("COLA") for Social Security and SSI benefits for a period of time equivalent to the Mayor's Term of Office.

(1) Cumulative. For purposes of this provision the word "cumulative" shall mean the sum of the annual percentage COLA for the number of years equivalent to the Mayor's Term of Office.

(2) Equivalent to the Mayor's Term of Office. For purposes of this provision the term "equivalent to the Mayor's Term of Office" shall mean the period of time prior to the year in which the Term Increment shall be established.

(c) Budget Approval. Right of Rejection by Board of Aldermen. No Aggregation for Rejected Term Increments. Said Term Increment shall be proposed and acted upon in the budget for the fiscal year in which the Mayor's Term of Office expires and shall take effect unless rejected by the vote of eleven (11) members of the Board of Aldermen. In the event the Term Increment is rejected by the Board of Aldermen, subsequent approvals shall be based solely upon the period of time equivalent to the current Mayor's Term of Office and there shall be no aggregation for rejected Term Increments.

Sec. 2D-2. Compensation for the Board of Aldermen. Referendum[52].

With regard to the Board of Aldermen and the compensation of its members and officers, the budget may fix the compensation of such municipal officials subject to confirmation by referendum at the next regular election of the City in accordance with C.G.S. §7-460.

Sec. 2D-3. Compensation for the City Clerk and Town Clerk.

Effective on December 1, 2005 the City Clerk and Town Clerk shall both be paid an annual salary in an amount equal to fifty (50%) percent of the salary of the Mayor. The salary of for the City Clerk and Town Clerk shall be adjusted only at the commencement of the Mayor's Term of Office, to reflect any changes.

Sec. 2D-4. Compensation for the City Sheriff[53].

Effective on December 1, 2005 the City Sheriff shall be paid an annual salary in an amount equal to ten (10%) percent of the salary of the Mayor. The salary for the City Sheriff shall be adjusted only at the commencement of the Mayor's Term of Office, to reflect any changes.

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CHAPTER 3. THE BOARD OF ALDERMEN.

PART A. POWERS

Sec. 3A-1. Board of Aldermen Vested with the Legislative Powers of the City[54].

(a) General Powers. The legislative power and authority of the City shall be vested in the Board of Aldermen. No enumeration of powers contained in this Chapter shall be deemed to limit the legislative powers of the Board of Aldermen as provided for in the General Statutes.

(1) Board to investigate Departments[55]. The Board shall have power to investigate all Departments, officers and employees and to inquire into any charges that may be preferred, and shall have access to all records thereto appertaining.

(2) Removal of City Officials. See, §3B-3, below.

(3) Compelling Attendance and Testimony of Witnesses[56]. The Board of Aldermen and the presiding officer of said Board of Aldermen, the several committees thereof and the several boards shall have power to compel the attendance and testimony of witnesses and the production of books, papers and other evidence in the same manner as a court of justice may, and to administer oaths. If any person shall disobey such process or, having appeared in obedience thereto, shall refuse to answer any question put to such person by any member of said Board or by its counsel, said Board, acting by a Majority Vote of the Board, may apply in writing to the Superior Court or, if said court shall not be in session, to a judge thereof, setting forth such disobedience of process or refusal to answer, and said court or such judge, as the case may be, shall punish such person in the same manner and to the same extent as if such failure so to appear or failure to testify or failure so to produce any book or document had occurred in the Superior Court.

(4) Exercise of Powers[57]. The Board of Aldermen, when assembled according to Law, may, by a Majority Vote of the Board (unless otherwise provided for in this Charter), subject to the approval or disapproval of the Mayor as hereinafter provided, exercise the powers hereinafter conferred and specified, and make, alter and repeal Ordinances, bylaws or regulations for the purpose of carrying the same into effect, not inconsistent with the provisions of Law, including the provisions of this Charter, or with the authority given to other Boards and Commissions by this Charter, as hereinafter set forth in this article, and to prescribe penalties not exceeding One Hundred ($100.00) Dollars fine or thirty (30) Days' imprisonment, or both, for any violation of the same; and any such violation and any violation of any of the provisions of this Charter shall be a misdemeanor and the perpetrator thereof may be proceeded against by criminal complaint, warrant and judgment for commitment, as in other criminal actions.

(b) Composition of the Board of Aldermen. The Board of Aldermen shall consist of fifteen (15) Aldermen and Alderwomen (collectively referred to as “Aldermen”) with three (3) Aldermen from each of the five districts as approved by the Board of Aldermen. The three candidates with the highest votes in each district will be elected. Of the three Aldermen elected by each district no more than two shall be from one political party.

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Commented [SGM52]: Item #50 – Proposed Definitions

(1) Voting Districts. The City shall be divided into five (5) voting districts. Said voting districts shall each contain substantially equal population. Voting districts shall be established in as compact and contiguous form as practicable and boundaries must follow geographical divisions and currently existing State Representative Districts wherever practical. Such City districts must conform to applicable the Laws pertaining to reapportionment.

(2) District Reapportionment. Within sixty (60) Days following the completion of reapportionment of the General Assembly districts, or at such other time established by Ordinance in accordance with the requirements of Law, the Board of Aldermen shall appoint a District Reapportionment Commission to determine the five (5) districts. The District Reapportionment Commission shall be comprised of eight (8) Electors, no more than four members from any one party selected by the majority leader and the minority leader of the Board of Aldermen. The District Reapportionment Commission shall report to the Board of Aldermen within sixty (60) Days after appointment, and may utilize demographic data assembled by the planning Board, computer resources of the City, and such other resources, facilities and funding as the Board of Aldermen may deem desirable to carry out the purpose of this section. Within sixty (60) Days after receipt of said report and after a Public Hearing thereon the Board of Aldermen must either accept or modify the report and enact any necessary Ordinance to implement the proposed districts, in compliance with Law.

Thereafter, within sixty (60) Days after any new decennial federal census figures are made available to the City, the Board of Aldermen shall use this same procedure to appoint a new District Reapportionment Commission to review and, if necessary, revise said districts to conform to the new census, in accordance with Law. No elected official shall have their office vacated by reason of a district boundary change until completion of their term of office.

(3) District Aldermen Eligibility. In order to be eligible to be a District Alderman the candidate must be an eligible Elector residing in the Voting District. Any District Alderman who moves out of the district during the term of office, shall be rendered ineligible and shall cease to hold office as of the date the Alderman ceases to reside in the Voting District. The Vacancy shall be filled in accordance with §2B-4 and paragraph four (4) of this section, below.

(4) Vacancy. Vacancy of an office of any Aldermen is to be filled according to §2B-4 of this Charter. With respect to any District Aldermen, any Vacancy, from whatever cause arising, including ineligibility from ceasing to reside in the voting district to which the Alderman was elected or by reasons of expulsion or removal as set forth in §3B-3(c) of this Charter, will be filled according to §2B-4 of this Charter; however, said Vacancy must be filled with an eligible Elector who is from the same district and party as the incumbent.

Sec. 3A-2. Powers of the Board of Aldermen.

The Board of Aldermen shall have the following powers:

(a) to exercise the powers specifically granted to the Board of Aldermen by the General Statutes or this Charter; including the power to enact Ordinances in the manner provided in this Charter not inconsistent with the General Statutes or this Charter, for the

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Commented [SGM56]: Item #51 – Gender Neutrality.

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government of the City and the management of its business, for the preservation of good order, peace and health, for the welfare and safety of its inhabitants and the protection and security of their property. It is authorized and empowered, by Ordinance, to regulate, amplify and define the corporate powers;

(b) to provide a public seal or any alteration thereof[58];

(c) to oversee and adopt legislation pertaining to the finances of the City, including, but not limited to the following[59]:

(1) to adopt, by Resolution as set forth in Chapter 9 of this Charter, the capital and operating budget of the City, as provided in this Charter, including the power to lay taxes (including the regulation of the assessment and collection of taxes and enforcement of liens) and make appropriations to meet the expenses of the City;

(2) to manage, regulate and control the purchase of real property, subject to the approval by an affirmative vote of eleven (11) members of the Board of Aldermen;

(3) to undertake public improvements, approve the issuance of public bonds and other financing instruments related thereto and to assess benefits and damages, therefore, in the manner set forth in the General Statutes and this Charter;

(4) to provide for the due execution, authentication and delivery of deeds, grants and releases of City property, of contracts and of evidence of indebtedness issued by the City;

(5) to provide the mode of keeping the accounts of and of adjusting and paying claims against the City;

(6) to provide for the establishment and maintenance of sinking funds for proposed public improvements; and

(7) to receive gifts, donations and bequests for public purposes and public trusts and to agree to the prescribed conditions and terms accompanying the same, and to accept gifts and provide for the administration of trusts for all purposes for which the City is authorized or required to make expenditures;

(d) to adopt Ordinances, by a majority vote of the Board of Aldermen present and voting, pertaining to the management, regulation and control of the finances and property, real and personal, of the City, including the disposition of the improvements thereon, including, but not limited to the sale and lease thereof ("Disposition");

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(1) All said Dispositions shall be subject to the approval by an affirmative vote of eleven (11) members of the Board of Aldermen;

(2) In the event the subject matter of said Disposition has an appraised value of Five Million ($5,000,000.00) Dollars or more ("Threshold Valuation"), said affirmative vote of the Board of Aldermen shall be further affirmed by the majority vote of Electors at a referendum which shall be conducted as set forth in the General Statutes. The Board of Aldermen may, by Ordinance, increase the

Threshold Valuation set forth in this Charter by an affirmative vote of eleven (11) members;

(3) For purposes of this provision or the Ordinances adopted thereunder, (i) "value" or "valuation" shall be determined in accordance with best practices by a qualified appraiser(s) under procedures enacted by the Board of Aldermen and, (ii) the "value" of the subject property may be distinguishable from the sales price;

(4) The Disposition of a parcel or portion of any real property shall be subject to the provisions of this section, where the value of the entire property of which it was a portion or parcel (within the past three (3) years) shall be equal to or in excess of the Threshold Valuation;

(5) The Board of Alderman may, by an affirmative vote of eleven (11) members, adopt an Ordinance establishing exceptions for (a) easements or (b) Dispositions between government entities, which do not impair or significantly diminish the appraised value of the subject property. Said Ordinance shall not be in the form of special legislation adopted for the benefit of any particular individual or entity;

(e) to reject, by an affirmative vote of eleven (11) members, within thirty (30) Days of submission, all appointments made by the Mayor pertaining to Department Head and other appointive positions, Boards and Commissions required by this Charter or Ordinances and to advise and consent, by a majority vote of the Board of Aldermen present and voting, the appointees to the Finance and Audit Review Commission, as set forth in this Charter;

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(f) to take the following actions with respect to the officers and employees of the City:

(1) to approve or reject collective bargaining agreements and arbitration awards in a manner set forth by the General Statutes;

(2) to provide for the furnishing of bonds and the amounts thereof for such officials and employees as may be designated by the Board of Aldermen, the form and sureties of such bonds;

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(3) to provide for the manner of warning all Meetings of the Board of Aldermen, and times and places of holding the same;

(4) to provide for the punishment for the resistance, hindrance or obstruction to any public officer in the discharge of the duties of the officer or employee in question[60];

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(5) to establish the rates of compensation for elected officials (in accordance with Part D of Chapter 2 of this Charter), other officers, officials and employees of the City, subject to the provisions of the budget, contract, collective bargaining agreement or other agreement[61];

(i) Payment of Officers and Employees[62]. The Director of Finance shall make rules regulating the method of payment of all officers and employees of the City and shall prescribe the forms of the receipts to be required.

(ii) Effect of Provisions. All salaries fixed in accordance with the provisions of this section shall be in lieu of all collected fees, costs, emoluments or other compensation for any services or duties required of said municipal officials or employees;

(g) to exercise the regulatory and police powers of the City pertaining to buildings and building adjuncts, traffic, animals, nuisance, loitering and trespassing, vice, public health and safety, and such other related issues, as set forth in the General Statutes[63];

(h) to provide for the care and support of the poor of the City[64];

(i) to provide for public works, sewers, streets[65] and highways, including, but not limited to public facilities, sewers, drainage and public utilities, highways and sidewalks, as such other issues as may be set forth in the General Statutes.

(1) Historical Powers. With respect to this sub-paragraph, the Board of Aldermen may:

(i) order and make any alterations or changes in the channel or banks of any stream or watercourse within the limits of the City, for the purpose of widening, changing, enlarging or deepening the channel of any such stream or watercourse, whenever it shall deem the same necessary to carry off the water and prevent damage to the streets, walks, squares or public grounds or any public property; also to take any land that may be necessary for the construction and maintenance of any drain or drains, sewers, gutters or passageways for surface water that it may deem necessary to carry off the surface from the highways, streets, walks, squares and public grounds within the City, and to drain such water across or over any land to some stream or watercourse within the City;

(ii) compel railroad companies to make and keep open and in repair ditches, drains, sewers and culverts along and under their respective tracks;

(iii) enter into such contracts as it may deem reasonable with any town or fire district, and to provide therein terms under which such town or fire district may be permitted to connect with any sewer system in the City for the purpose of disposing of the sewerage of such town or fire district[66]; and,

(j) to make appropriations for public receptions, parades and other celebrations, including but not limited to observances of Memorial Day (also known as Decoration Day) and Veterans Day[67];

(k) to regulate the subdivision of land; and,

(l) to appoint and approve the contractual engagement, as the appointing authority under the General Statutes, of an external auditor to thoroughly audit all books, accounts and records relating to the fiscal affairs of the City at the conclusion of each fiscal year, and have the results thereof reported as required by the General Statutes. The City's Finance Director shall file a copy of such report by the external auditor with the

Mayor, Board of Aldermen and the Finance Audit and Review Commission upon completion [68].

Sec. 3A-3. Regulation of Trade and Commerce[69].

Said Board shall have power:

(a) to regulate trade, markets, commerce and weights and measures;

(b) to punish for the use of false weights and measures;

(c) to license, tax and regulate branch stores and other concerns established for temporary purposes only;

(d) to require bonds from all persons undertaking work of a dangerous character for the protection of the City from any loss by reason of their acts or defaults; and,

(e) to regulate the sale of goods by public auction in the City.

PART B. PROCEDURES.

Sec. 3B-1. Organization and Officers of the Board of Aldermen.

(a) Organizational Meeting: President and President Pro Tempore[70]. At the first (1st) Meeting of each municipal term, said Board shall elect, from among its members, a President, who shall preside at the Meetings of said Board. Said Board may elect a President Pro Tempore, to act in case of death, resignation, removal, absence or disability of the President. In case of the absence of the City Clerk from any Meeting, said Board may choose one of its own number to perform the duties of clerk pro tempore.

(1) Majority Leader. The majority members of said Board shall elect a majority leader who shall serve as such majority leader during the term for which the Alderman shall have been elected as a member of said Board, and in the event that said office becomes vacant by reason of the death, resignation or removal of an incumbent thereof, the majority members of said Board shall elect a successor to hold office for the unexpired portion of such term.

(2) Minority Leader. The minority members of said Board shall elect a minority leader who shall serve as such minority leader during the term for which the Alderman shall have been elected as a member of said Board, and in the event that said office becomes vacant by reason of the death, resignation or removal of an incumbent thereof the minority members of said Board shall elect a successor to hold office for the unexpired portion of such term.

(b) Deadlocked Election of Officers[71]. If at the first (1st) Meeting of each municipal term, either the majority or minority members of said Board shall fail to elect from among their members a majority or minority leader; then and in that event, the matter of election of either the majority or minority leader shall be continued to the next meeting of the Board for conduct of such election by new cast of ballot.

(1) Three Successive Meetings to Break Deadlock. Such matter, if required to obtain a successful election of either a majority or minority leader, shall

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Under state law the Board of Aldermen is the appointing authority; See. C.G.S. §7-391.

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be pursued and conducted, if necessary, by cast of ballots at three (3) separately convened Meetings of the Board during the month of December at the commencement of the municipal term, during the course of which the members who have failed to elect either a majority or minority leader shall be required to cast ballot upon the matter of election of such officer at least one time at each of these Meetings.

(2) Impasse Resolution. If after thirty (30) Days from the beginning of the municipal term, either the majority or minority leader has not been elected by the members on the Board, due to a deadlocked election, (such term for purposes of this section meaning that no one (1) candidate has received the majority of votes in accordance with §3B-4 of this Charter, then and in that event, the deadlocked election shall be decided by the first procedure outlined hereinafter as the methodology set forth in this Charter for filling the office of their majority or minority leader:

Commented [SGM65]: Item #51 – Gender Neutrality.

(i) whichever candidate is determined to have served the longest period of prior Board of Aldermen service (measured in total years, months and days, whether consecutively served or not) shall be deemed to be either the majority or minority leader, whichever the case may be, by operation of law through this Charter provision;

(ii) should it be determined no candidate has served a longer period of prior Board of Aldermen service (as defined above) than any other candidate, then the certified election returns for the municipal election which composed the Board at the beginning of the municipal term shall be reviewed and whomever from among the candidates who are deadlocked for either majority or minority leader received the higher total vote cast for their election to membership on the Board of Aldermen shall be deemed to be either the majority or minority leader, whichever the case may be, by operation of law through this Charter provision.

Sec. 3B-2. Meetings; Quorum[72].

The Board of Aldermen shall hold regular Meetings, and may be specially convened at any time by the Mayor or the acting Mayor and, upon petition of a majority of the Aldermen in writing, filed with the City Clerk, a Meeting shall be called by the Mayor in the manner provided by City Ordinance. A Quorum is required to do business; however, a majority of entire membership of said Board, or a smaller number may: (a) adjourn from time to time, not exceeding one (1) week by any one adjournment; and, (b) compel the attendance of absent members in such manner and under such pecuniary penalties as said Board may prescribe.

Commented [SGM66]: CRC review of Aldermanic Recommendations.

Sec. 3B-3. Rules of Proceedings; Punishment of Members; Removal of City Officers[73].

The Board of Aldermen shall:

(a) determine the rules of its proceedings according to the general principles of parliamentary procedure;

(b) punish members for disorderly conduct; and,

(c) by a Majority Vote of the Board of Aldermen, expel a member for due cause or remove any elective officer of said City for due cause, involving (i) continued neglect; (ii) default of official duty; (iii) moral delinquency; (iv) inability[74] or incapacity to discharge the duties of office based upon a mental or physical disability[75] or infirmity; (v) conviction of crimes, while in office, pertaining to malfeasance in office or any felony or a lesser crime involving fraudulent or dishonest conduct; or, (vi) as may be otherwise permitted by Law; provided there shall be no such expulsion or removal except on charges preferred and hearing had, nor of any officer whose removal is otherwise provided for herein.

Commented [SGM67]: CRC review of Aldermanic Recommendations.

Commented [SGM68]: Action Item #12 – Approved (051424)

Sec. 3B-4. Votes[76].

(a) Recordation of Votes. The vote upon any question, when requested by one-fifth of the members present, and all votes upon questions involving the appropriation of money, shall be taken by yeas and nays and such vote duly recorded. All elections to office or to any position within the gift of the Board of Aldermen shall be made by ballot, and the votes cast by a majority of the Board of Aldermen present and voting shall be sufficient to elect.

Commented [SGM69]: CRC review of Aldermanic Recommendations.

(b) Requirement of Committee or Board Report Prior to Vote[77]. No vote shall be taken upon any Ordinance, Resolution, bylaw or other measure until the same shall have been referred to and reported upon by an appropriate committee or, where applicable, the Board of Commissioners of Public Works, unless by unanimous consent, and the clerk shall make record of any such vote.

(c) Requirements Pertaining to the Expenditure of Money[78]. Each Resolution or vote, providing for the expenditure of any money, pending before the Board of Aldermen, shall be referred to a standing or special committee of said Board and shall not be put upon its final passage until the next regular Meeting after such committee shall have reported on the same, unless an affirmative vote of eleven (11) members of the Board shall determine otherwise. The clerk shall keep a record of each such Resolution or vote and any action thereon. The Board of Aldermen shall not pass any Resolution or vote requiring the expenditure of any money by the City until it shall have received from the Director of Finance a report as to whether or not there is money available for the purpose, unencumbered. If the Director of Finance shall report that no money is available for the purpose, such proposed Resolution or vote shall be laid upon the table and shall not be passed until the Director of Finance shall report that there is money available for the purpose, unencumbered.

Sec. 3B-5. Procedure for Enacting Ordinances.

(a) Engrossing and Publication of Bylaw or Ordinance[79]. No Ordinance or bylaw shall be put upon its final passage in said Board of Aldermen until it shall have been fairly engrossed by action of the Corporation Counsel and filed with the City Clerk for examination, nor, if one-fifth (1/5th) of said Board shall so desire, until it shall have lain on the table until the next Meeting after the same has been reported; and, on like request, any proposition to repeal or alter a bylaw or Ordinance shall lie on the table for the same period.

(1) Review of the Corporation Counsel. The Corporation Counsel when engaged in engrossing an Ordinance or bylaw, prior to its final passage, shall review its legal effect regarding: (i) its wording so as to avoid conflicts with Law,

especially including the General Statutes and this Charter as well as any other Ordinance of bylaw of the City, and (ii) its compliance with any applicable case law concerning the subject matter of the Ordinance or bylaw.

(2) When an Ordinance is Effective[80]. No Ordinance shall be of effect until thirty (30) Days after it has been published, in summary form, in accordance with the Public Notice provisions of this Charter, including, once in a newspaper having a circulation in the City, if any or, if there is no such newspaper, as may be otherwise required by this Charter, subject to the right of referendum set forth in C.G.S. §7-157. Newspaper publication shall occur following the actions required by §3B-6 of this Charter. The Corporation Counsel shall prepare for use by the City Clerk in complying with the publication requirements stated herein the summary form of the Ordinance which shall be published. Such legal summary shall also contain a statement to the public that a complete text copy of the Ordinance is available at the office of the City Clerk for review.

(3) Public Hearing Required Regarding City Ordinance. Public Notice[81]. A Public Hearing must be held by the Board of Aldermen within thirty (30) Days prior to any action regarding the adoption, repeal, or amendment of any City Ordinance. Ten (10) business days prior to said Public Hearing, Public Notice of the Public Hearing shall be given including publication in a newspaper having a circulation in the City, if any; or, if there is no such newspaper, as may otherwise be required by this Charter. Ten (10) Days prior to said Public Hearing copies of the proposal for adoption, repeal, or amendment of Ordinance shall be available at the office of the City Clerk.

This section shall not apply to Resolutions, orders or other legislative enactments by the Board of Aldermen.

Sec. 3B-6. Approval or Veto by Mayor[82].

(a) **Transmittal of Aldermanic Legislative Actions[83].** Each vote, Resolution, order, bylaw or Ordinance or Ordinance Amendment ("Aldermanic Legislative Action") which passes said Board shall be transmitted forthwith to the Mayor.

(b) **Mayoral Action.** If the Mayor shall:

(1) **Approve** by (i) signing it or (ii) shall fail to take action on it within ten (10) Days after its passage, such Ordinance, Ordinance amendment, Resolution or other vote, order or bylaw, shall become operative from and after such date, except as otherwise provided in this Charter. If approved, record shall be made of the date of approval; if no action be taken, record shall be made of the date when it becomes operative by reason thereof[84].

(2) **Disapprove** and thereafter shall, within ten (10) Days, return it to the City Clerk, accompanied by objections in writing. Upon receipt the Clerk shall present the same to the Board of Aldermen at its next Meeting; and such Ordinance, Resolution or other vote, order or bylaw shall not become operative unless passed over the Mayor's veto[85].

(c) **Aldermanic Override.** The Mayor's veto may be overridden by an affirmative vote of three-fifths (3/5^{ths}) of the entire membership of the Board of Aldermen ("Veto Override") [86]. In the event the number of votes required for passage exceeds

Commented [SGM70]: Action Item #4: Conformity to Definition Provisions (Approved - 04252024)

Commented [SGM71]: Item #50 – Proposed Definitions.

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Item #50 – Proposed Definitions,

Commented [SGM73]: Action Item #17 – Approved (05232024)

Commented [SGM74]: Structural Modification.

Commented [SGM75]: Item #50 – Proposed Definitions.

Commented [SGM76]: Item #51 – Gender Neutrality.

Commented [SGM77]: CRC review of Aldermanic Recommendations.

three-fifths (3/5^{ths}), the Veto Override shall be a number equal to the number of votes required for passage[87].

(d) **Line Item Veto.** The Mayor may also approve or disapprove of any part of any Ordinance, Resolution or other vote, order or bylaw and the part disapproved shall be void unless passed over the Mayor's veto, as aforesaid; but, if any measure shall be approved in part and disapproved in part, the part approved shall not become operative unless the part disapproved shall be passed over the Mayor's veto as aforesaid, or unless the part approved shall again be passed by a three-fifths (3/5^{ths}) vote of the entire membership of the Board of Aldermen[88].

Commented [SGM78]: Item #50 – Proposed Definitions. Item #51 – Gender Neutrality.

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Commented [SGM79]: CRC review of Aldermanic Recommendations

PART C. ASSESSMENT OF BENEFITS AND DAMAGES[89]

Sec. 3C-1. Board of Aldermen to Assess Benefits and Damages[90].

In addition to or in the alternative to any and all powers conferred by Law, said Board of Aldermen may, before the execution of any order for the improvement of any public street or highway other than ordinary repairs, or for the alteration or construction of any other public work authorized by this Charter, except the construction of curbs, sidewalks, sanitary sewers and for the discontinuance of any highway or any part thereof, including the layout if necessary of a new highway in the place thereof, make an assessment upon the property which, in the judgment of said Board, is specially benefited thereby, and shall determine the particular amount of such expense to be paid upon such assessment, by the person owning such property. In making such assessment the Board of Aldermen shall assess as benefits such sums as may be awarded as damages, together with not less than two-thirds (2/3^{rds}) of the estimated cost of such improvements upon the property which is specially benefited thereby; provided sufficient benefits can be found accruing to and property upon which to make such assessments.

Sec. 3C-2. Assessment Procedure[91].

Whenever the Board of Aldermen shall have decided to take any such land, construct or alter any such work, establish such building line or discontinue such highway, it shall refer the matter to the Bureau of Assessment, which shall ascertain the benefits and damages to the several parties affected thereby in the manner hereinafter mentioned and make report of its doings thereon to the Board of Aldermen. Said Board of Aldermen shall establish the total probable expense of any such public work or improvement, or the discontinuance of any highway, or establishment of any building line, and shall, as hereinbefore provided, determine what proportion of such estimated total amount shall be paid by persons whose property shall be specially benefited by such improvement, and may assess against the respective persons the sum which each shall pay. In making such assessment the Board of Aldermen shall offset the amount of benefits and damages so that the assessment will be for the net benefits or an award of damages for the net damages. If any person shall refuse to receive the net amount of damages found due and owing; or, if no one shall be found having authority to receive the sum found due and owing, such amount shall be deposited in the treasury, to be paid to the person to whom such award was made, whenever said person shall apply therefor. No assessment for net benefits shall be collectible, nor bear interest, until the work for which such assessment was laid shall have been reported substantially completed. The liability for said net benefits shall run with the land until paid. The assessment of benefits and the award of damages set forth in all certificates of assessments laid prior to the passage of this Charter shall be offset, one against the other as above set forth unless either the damages or the benefits

have been wholly paid, or partially paid, in which latter case the unpaid balances of both damages and benefits shall be offset one against the other. In the event that after an assessment has been made for layout and grade, and before the work is completed by the City, a highway has been or may be taken over by the State as part of its highway system, the Bureau of Engineering of the City shall make an estimate of the value of the work done by the City and such assessments may be released upon the payment of that portion of the assessment which equals the ratio of the actual work done by the City to the expense estimated at the time of such assessment.

Commented [SGM80]: Item #51 – Gender Neutrality.

Sec. 3C-3. Bureau of Assessment[92].

A Bureau of Assessment which shall be composed of three (3) persons, residents and taxpayers of the City, shall be appointed by the Board of Aldermen, from time to time and during its pleasure, who shall perform the duties herein specified and receive such compensation therefor as the Board of Aldermen may prescribe. Whenever two (2) or more members of the Bureau of Assessment shall be disqualified by reason of interest or other cause from acting upon any assessment or other matter pending before said Bureau requiring the action of a majority of the whole Bureau, the Mayor may appoint two (2) or more persons of the City to serve in the place of said members while so temporarily disqualified; and the persons so appointed by the Mayor shall have, while acting as temporary members of said Bureau, the same powers and duties as are by Law conferred upon the regularly appointed members thereof. Said Bureau shall assess all benefits and damages to any person interested in or owning any land or other property taken, damaged or benefited by the construction or alteration of any public work herein authorized, other than the construction of sewers, or by the establishment of any building line or the discontinuance of any highway.

Sec. 3C-4. Notice and Hearing[93].

Before making any award of damages in favor of or assessment of benefits against any person, the Bureau of Assessment shall cause reasonable Notice to be given such person to appear before said Bureau at the time and place specified in such Notice to be heard in reference to such proposed award or assessment. Such Notices shall be signed by the clerk of said Bureau and shall be delivered or mailed to each of such persons resident in the City, or to the agent in charge of such property, at least three (3) Days before the time specified for such Meeting or, in case of a nonresident of the City, a like Notice by said clerk shall be deposited in the post office at Waterbury, postage paid, directed to the last-known residence of such nonresident, at least six (6) Days before such hearing, or, in case of a nonresident of this State, a like Notice, so directed, shall be deposited in said post office, postage paid, at least twelve (12) Days before such hearing. If any person so interested shall be under any legal disability or, if the owner of any property shall be unknown, such Notice shall be given as a judge of the Superior Court for the Judicial District of Waterbury may order.

Sec. 3C-5. Report Upon and Completion of Assessment and Taking[94].

Upon the completion of the work assigned to it, said Bureau shall make a report of all its doings pertaining thereto, to the Board of Aldermen. Said Board may adopt such report or modify it, and, when such report or modification shall have been adopted and recorded in the records of the Board of Aldermen, each of such assessments shall be deemed to have been legally made, and, if the matter relates to the taking of land, the

land described in the order of said Board of Aldermen shall be taken and devoted to the public use for which it shall have been so designated. Such assessment shall be published by the City Clerk within one (1) week after such record, and such sums allowed as net damages shall be payable upon the first week day after the approval of the Director of Finance, after such publication. The City Clerk shall, with any such assessment, also publish the descriptive part of the order of the Board of Aldermen on which such assessment is based and the date when the same is payable. Unless otherwise specifically set forth in the certificate of assessment, all assessments of benefits and awards of damages for the layout and grade of any public street or highway, including such assessments as have been made heretofore, shall be construed as affecting only that land fronting upon the street or highway in question in single ownership to a depth of not more than two hundred (200') feet.

PART D. INTERLOCAL AGREEMENTS[95].

Sec. 3D-1. Board of Aldermen to Regulate Minimum Requirements of Interlocal Agreements by Ordinance.

(a) Scope of Authority. The Board of Aldermen shall enact an Ordinance pertaining to the development and implementation of Interlocal Agreements by the City, which Ordinance shall specify in its criteria, at the minimum, provisions, which are substantially similar to those of the General Statutes dealing with such agreements.

(b) Contents of Ordinance. Such Ordinance shall specifically include provisions addressing the following:

(1) the maximum duration in years of any such Interlocal Agreement, which maximum term is to be explicitly less than the maximum duration permitted by the provisions of the General Statutes;

(2) the specific minimum provisions relating to either termination and/or renewal of Interlocal Agreements to be required of the City in its development and implementation of such agreements;

(3) the payment of consideration by the parties to such Interlocal Agreements, which require, at a minimum, that payment of consideration shall be a prorated share of the total cost of services, personnel, facilities, equipment and/or other property or resources furnished by the City to the other participating parties to such agreements, which total cost may be prorated on the basis of any reasonable formula agreed to by the parties, so long as the amount per unit billed to the other municipality is equal to or greater than the cost to the citizens of the City; explicitly set forth in the text of the terms of any such agreement; and,

(4) the procedures for the ratification and/or rejection of any Interlocal Agreement submitted to the Board of Aldermen by any officer or employee of the City responsible for its development in anticipation of the implementation of such agreement.

(c) General. Such Ordinance may include any other provisions deemed appropriate and desirable to the establishment of this local law of general applicability regarding the development and implementation of Interlocal Agreements.

CHAPTER 4. THE MAYOR

Sec. 4-1. The Executive Power and Authority of the Mayor[96].

(a) Chief Executive Officer. The Mayor shall be the chief executive officer of the City. The executive and administrative powers of the City are vested in the Mayor, except as otherwise provided in this Charter, or provided by Law.

(b) Qualifications. The Mayor shall be an Elector and resident of the City during the Mayor's Term of Office as set forth in this Charter.

Commented [SGM81]: Action Item #1.A: Remove Residency Requirement (Approved - 03132024)

(c) Role as *Ex Officio* Member of Boards and Commissions. The Mayor shall be an *ex officio* member, as hereinafter defined, of all other Boards or Commissions, except the Finance and Audit Review Commission, Board of Assessment Appeals, the Board of Zoning Appeals, the Zoning Commission, the Civil Service Commission or any other Board or Commission whose sole duties are those of reviewing or appeal. The position and duties of the Mayor in relation to each of the aforesaid Boards or Commissions shall be effective, any provision of this Charter to the contrary notwithstanding, except that the provisions of this Charter pertaining to the Mayor's powers and duties in connection with the Board of Aldermen shall not be amended by this section.

Commented [SGM82]: Item #50 – Proposed Definitions.

(1) Powers and Duties as *Ex Officio* Member[97]. The powers and duties of the Mayor acting as an *ex officio* member, as hereinbefore provided, shall include the power to have a voice without a vote, except that the Mayor shall have the power to vote in order to break a tie at any such Meeting. The Mayor's attendance at any Meeting shall be counted for the determination of the existence of a Quorum at any such Meeting.

Sec. 4-2. Duties.

It shall further be the duty of the Mayor:

(a) to have and exercise all other executive and administrative powers conferred by the General Statutes upon any municipal Chief Executive Officer except as otherwise provided in this Charter, with the exception of the Department of Audit. In this respect the Mayor shall cause the Laws, including this Charter and the Ordinances, to be executed and enforced and to conserve the peace within the City and to be responsible for the good order and efficient government of the City;

(b) to make appointments or reappointments (both defined as "Appointment") for public offices in order to fill a Vacancy for the term of remainder of the term of office, as the case may be, where such power is vested in the Mayor; including, but not limited to, heads of Departments (as may be set forth in this Charter or the Ordinances), Boards and Commissions, unless appointment authority is otherwise specifically set forth by Law or in this Charter[98];

Commented [SGM83]: Action Item #3 – Approved (041724)

Item #50 – Proposed Definitions.

(1) Restricted and Unrestricted Mayoral Appointment of Members of Boards and Commissions[99].

(i) Notification of Intent to Make Appointments[100]. At least thirty (30) Days prior to the date the Mayor intends to submit a nominee for appointment ("Appointment Date"), the Mayor shall notify the Board of Alderman, in writing, of the time or dates for the making of all appointments (both Unrestricted and Restricted) of such members,

(ii) Unrestricted Appointments[101]. Notwithstanding any other provision of this Charter, the Mayor shall appoint a simple numerical majority of the members (the "Unrestricted Appointments") of any Board or Commission in which the power of appointment is vested in the Mayor.

(iii) Restricted Appointments: List of Nominees[102]. The Mayor shall make no appointment with regard to the simple numerical minority of the members (the "Restricted Appointments") of any Board or Commission for which provision is made in this Charter to be filled by appointment by the Mayor except from a list of those eligible for appointment submitted to the Office of the City Clerk with a copy sent to the Mayor by members of the Board of Aldermen not of the same political party as the Mayor ("List of Nominees").

(iv) Assembly of the List of Nominees. The List of Nominees shall be assembled by the City Clerk from nominations from each member of the Board of Aldermen not of the same political party as the Mayor. Each such Alderman may submit up to two (2) names to the City Clerk that the Alderman may personally nominate for each open simple numerical minority position (the "Restricted Appointments")[103]. Any such names shall be submitted to the City Clerk with a copy sent to the Mayor not less than fourteen (14) Days prior to the Appointment Date on which the Restricted Appointments will be made[104].

(v) Certification of Nominees[105]. The City Clerk shall, at least five (5) Days prior to the Appointment Date, certify and submit to the Mayor a certified List of Nominees eligible for appointment, which list shall be made up of not less than twice the number to be appointed ("Certified List of Nominees").

(vi) Effect of Certification[106]. As long as such list is timely submitted and certified, no Individual appointed to a Restricted Appointment of any such Board or Commission shall be eligible to act as such unless such individual member's name shall be one of those certified by the City Clerk in accordance with the provisions hereof.

(vii) Failure to Submit Certified List of Nominees[107]. If the Certified Appointment List is not submitted within the provided time frame then the Mayor may, in the discretion of the Mayor, appoint members to any Restricted Appointment, whether or not the individual is on the List of Nominees

(2) Limitation on Appointment Power to Boards and Commissions. The Mayor's power of appointment pertaining to all members of

Commented [SGM84]: Action Item #3 – Approved (041724)

Item #50 – Proposed Definitions.

Commented [SGM85]: Action Item #3 (Approved 4/17/2024): Minor modification. Clarifies that the Mayor "intends to submit a nominee for appointment, which is defined as the "Appointment Date".

Commented [SGM86]: Minor modification.

Commented [SGM87]: Minor modification.

Commented [SGM88]: New.

Commented [SGM89]: Minor modification.

Boards and Commissions, including Vacancies, is absolute, except as otherwise designated by the General Statutes and this Charter[108]. However, the Mayor's authority is subject to the following provisions pertaining to the submission of a nominee to fill a Vacancy on said Board or Commission[109]:

(i) First Six Months of the Term of Office[110]. During the first six (6) months of the Mayor's first nonconsecutive term of office, the Mayor is required to submit a nominee within ninety (90) Days following the Vacancy or within the first six (6) months of the Mayor's term whichever date is later.

(ii) Remainder of the Term of Office[111]. Other than the grace period set forth in subparagraph (i), above or, at any other time during the Mayor's term in office (including the commencement of each successive term in office, if any), the Mayor is required to submit a nominee within sixty (60) Days following the effective date of a Vacancy.

(iii) Failure of the Mayor to Appoint in Accordance with §4-1(b)(2)(i) or (ii) of this Charter[112]**.** In the event the Mayor fails to submit a nominee in accordance with §4-1(b)(2)(i) or (ii), above, then the Board of Aldermen shall fill the Vacancy within sixty (60) Days thereafter by a majority vote of the Board of Aldermen present and voting.

(iv) Failure of the Board of Aldermen to Fill the Vacancy[113]. In the event the Board of Aldermen fails to fill the Vacancy during the sixty (60) Day period, as set forth in §4-1(b)(2)(iii), above, then the remaining members of the Board or Commission for which the Vacancy exists shall fill the Vacancy by appointment.

(v) Applicability of Minority Party Representation Provisions[114]. Said appointments are subject to the requirements of the General Statutes and this Charter pertaining to minority party representation on Boards and Commissions.

(3) Inapplicability of §4-2(b)(1) of this Charter[115]. Section 4-2(b)(1), above, restricting the Mayor's powers of appointment does not apply to the Board of Ethics, Finance and Audit Review Commission, Civil Service Commission, the Board of Agents of the Silas Bronson Library and any other Boards or Commissions whose constituting authority precludes the appointment of a numerical majority being from any one (1) political party.

(c) to communicate to the Board of Aldermen, during the month of January next succeeding the municipal election, a general statement of the condition of the City in relation to its government, finances, public improvements and affairs with such recommendations as deemed proper by the Mayor;

(d) to call special Meetings of any Board or Commission of the City government when deemed expedient by the Mayor;

(e) to sign all bonds and deeds and all written contracts of the City, with the exception of purchase orders;

Commented [SGM90]: Item #50 – Proposed Definitions.

Commented [SGM91]: CRC review of Aldermanic Recommendations.

Commented [SGM92]: Action Item #10A – Approved (051624)
Scrivener's Edit. Moved from the body of §4-2(b)(1)

(f) to either approve or disapprove each vote, Resolution, order or Ordinance passed by the Board of Aldermen as herein provided; and,

(g) to enforce the employee residence requirements, if any.

Sec. 4-3. General Powers and Duties.

(a) Faithful Administration of Agreements with the City. The Mayor shall: (1) have all contracts and agreements with the City faithfully kept and performed; and, (2) to this end, cause legal proceedings to be instituted and prosecuted against all persons or corporations failing to fulfill their agreements with the City. It shall be the duty of each officer of the City, when, upon becoming aware that any contract with the City relating to the business of any office has been violated by the other contracting party, forthwith to report the fact to the Mayor.

Commented [SGM93]: Item #51 – Gender Neutrality.

(b) Powers[116]. The Mayor shall have power:

(1) to assume the entire control and direction of the police and fire forces of the City, or either of them, for a period not exceeding fifteen (15) Days, at the discretion of the Mayor, in case of emergency, and to exercise all of the powers conferred upon the Police and Fire Departments in relation thereto;

Commented [SGM94]: Item #51 – Gender Neutrality.

(2) to exercise, whenever necessary in order to suppress tumults, riots or unlawful assemblies, within the limits of said City, all the powers given by Law to sheriffs in relation to riotous assemblages; and at all times, when necessary, require the aid of any sheriff, deputy sheriff, constable or policeman, or any or all of them together, to assist the Mayor in executing the Laws within the limits of the City;

(3) to suspend, pending hearing and action thereon, and to remove for cause, after due hearing, any Board or Commission member appointed by the Mayor or any appointed official, but not any elected official;

Commented [SGM95]: Item #50 – Proposed Definitions.

(4) to control and supervise all officers and Departments and to that end shall have power to make and enforce such rules and regulations as deemed advisable by the Mayor for and concerning the organization, management and operation of all the offices and Departments which may be created for the administration of its affairs, and, within the limits of appropriations, to have power to fix the numbers and kinds of offices and positions and the rates of compensation for all officers and employees, except as otherwise provided;

Commented [SGM96]: Item #51 – Gender Neutrality.

(5) whenever under this Charter an office shall be created and no provision shall be otherwise made for the appointment of the incumbent thereof, the Mayor shall have the power of appointment;

(6) to have a seat and voice and to introduce Ordinances, but not vote, in the Board of Aldermen;

(7) to examine the affairs and conduct of any Department, Boards or Commissions or offices and require all officers to exhibit their accounts and papers and make reports to the Mayor and to have the same powers granted to the Board of Aldermen by §3A-1(a)(1) of this Charter; and,

Commented [SGM97]: Item #51 – Gender Neutrality.

(8) to compel the attendance at any duly warned Meeting of a member of any Board or Commission by the issuance of a warrant signed by the Mayor for the arrest of the body of such member for presentation at such Meeting. Such warrant shall be addressed to the City Sheriff or any policeman thereof and shall contain the name and address of such member and a direction to the officer to arrest such Board or Commission member for the purpose of forthwith presenting such member at such Meeting.

Commented [SGM98]: Item #51 – Gender Neutrality.

Sec. 4-4. Mayor Not Succeeding to a Subsequent Term in Office: Powers, Duties and Restrictions[117].

Notwithstanding any other provisions of this Charter, from the date of any regular municipal election (as hereinbefore defined) until the conclusion of the term of office (November 30th at midnight, next to follow the date of such election), an incumbent Mayor who shall not have been "re-elected" for a subsequent term in office, shall not:

(a) increase the pay, allowances, benefits of any person appointed by the Mayor to the unclassified service of the City, including but not limited to: (1) the Corporation Counsel; (2) each executive secretary to the Mayor; (3) all other members of the staff employed at that time by the Mayor; and, (4) the Director of the Budget;

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(b) exercise the power of appointment for heads of Departments or other appointees permitted by this Charter or the Ordinances, unless the failure to exercise such power would allow the alphabetical listing of the three (3) highest ranking candidates of the civil service exam submitted by the Director of Human Resources to expire, pursuant to the provisions of this Charter or the Ordinances pertaining to civil service;

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(c) exercise any power of appointment or promotion with regard to municipal employment positions, whether such position is within the classified or unclassified service, as defined in this Charter, unless the power of the Mayor to do so is clear under the civil service provisions of this Charter or the Ordinances as either "provisional and/or emergency appointments";

Commented [SGM101]: Item #51 – Gender Neutrality.

(d) exercise any power of temporary appointment or promotion with regard to municipal employment positions, whether such positions are within the classified or unclassified service, as the power of temporary appointments is defined within the civil service provisions of this Charter or the Ordinances;

(e) initiate and conclude any contract with any person as such term may be defined in Law, which contract is not certified as necessary to the normal operations of the City, in and through its various Departments and other administrative units, by the Board or Commission having the subject matter thereof in charge, or, if there is no Board or Commission in charge of the subject matter, then as certified by the Director of Purchases;

(f) renegotiate and conclude any alteration of terms, conditions or consideration paid or subsequently due for payment in the matter of any contract previously in force and effect, unless such is certified as necessary to avoid stoppage of the orderly conduct of the business of the City, or to avoid an unforeseen emergency and thereby prevent the serious impairment of the public business, such certification to be provided by the Board or Commission having the subject matter thereof in charge, or, if there is no Board or Commission in charge of the subject matter, then as certified by the Director of Purchases and the City Auditor.

In any instance in which it is proposed to renegotiate and conclude any alteration of terms, conditions or consideration due in a contract, as set forth in subparagraph (e) above, and a certificate has been provided as required under this section of the Charter, then and in that event, such actions of renegotiation and alteration may be pursued in accordance with all other applicable provisions of this Charter.

The restrictions enumerated herein are only applicable to a Mayor who shall not have been "re-elected" and shall apply only during the period of the term of office on and after the date of the municipal election in which it is determined that said Mayor will not continue in office, until the November 30th at midnight next following the date of such municipal election.

Sec. 4-5. Vacancy in Office of Mayor[118].

If a Vacancy shall occur in the office of Mayor, the President of the Board of Aldermen shall at once become Mayor for the unexpired portion of the term and, accordingly, shall have all the rights and powers and duties of such Mayor, and the term of office as President of the Board of Aldermen and member thereof shall then expire. If the person elected as Mayor shall for any reason fail to qualify and assume the office of Mayor, the newly-elected Board of Aldermen shall elect the Mayor from their number.

Sec. 4-6. Acting Mayor[119].

If the Mayor shall be prevented from attending to the duties of the office of Mayor by absence from the City or by illness or by any other cause, the President of the Board of Aldermen of said City and, in the absence or disability of the said President, such President *Pro Tempore* as the Board of Aldermen may elect, shall act as Mayor ("Acting Mayor") until the Mayor or President of the Board, as the case may be, shall be able to assume the duties of the office. The Acting Mayor shall have all the rights, powers and duties of the Mayor except that for a period of thirty (30) Days from the date when the Acting Mayor shall assume the performance of the duties of Mayor, the Acting Mayor shall not have or exercise any power of appointment or removal. If an acting Mayor shall perform the duties of Mayor for seven (7) consecutive Days, such acting Mayor shall be compensated from the first (1st) Day of such duty at the rate of fifty (50%) per centum of the Mayor's salary prorated for such period.

Sec. 4-7. Assignment of Rights or Duties to Town or City Officers[120].

In the event that any duties or rights conferred by Law on town officers are not by this Charter assigned to some officer of the City or Town of Waterbury, the Mayor is authorized and empowered to assign such rights and duties to such officer of the City or town as may be determined in the sole discretion of the Mayor, in writing; which assignment shall be recorded with the Office of the City Clerk.

Sec. 4-8. Annual Reports of Departments and Recommendations Thereon[121].

The Department Heads and other appointees shall, annually on or before the fifteenth (15th) Day of August, submit to the Mayor, Board of Aldermen and Finance and Audit Review Commission, a report of their proceedings during the preceding fiscal year. Said report shall contain all recommendations which the Department Heads may consider

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beneficial to their Department, and the Mayor shall transmit to the Board of Aldermen any recommendations. Said report shall be prepared in a manner prescribed by the Mayor.

Sec. 4-9. Water Police[122].

The Mayor of said City is authorized to appoint any necessary number of persons, having been sworn, to act as policemen under the supervision and control of the Mayor for the purpose of preventing and abating nuisances and protecting the water supply and the reservoir property of said City in whatever town such reservoir may be situated. Such policemen are authorized to make arrests without previous complaint and warrant for any offense committed under the provisions of any act for the protection of water supply and other public property, when the offender shall be taken or apprehended in the act or on speedy information of others, and all persons so arrested shall be immediately presented before proper authority. Each such policeman shall, while on duty, wear in plain view, a shield bearing the words "Water Police Waterbury". The compensation of such policeman shall be fixed by the Mayor, who shall also have the power to discharge such officers[123].

Sec. 4-10. Hydroelectric Production[124].

In addition to or in the alternative to any and all powers conferred by Law, notwithstanding anything in this Charter to the contrary other than the requirements of §3A-2(d) of this Charter, the Mayor, with the consent of eleven (11) members of the Board of Aldermen, is empowered to contract and agree on behalf of the City, upon such terms as the Mayor and Board of Aldermen may deem advisable, with any electric power company, incorporated and doing business in this State, in such a manner and form as will enable such power company to develop electrical energy by water power from any water within the City's municipal waterworks system, so long as use of such water for electric power purposes does not materially impact upon the City's ability to meet its water supply obligations. The Mayor, with the consent of eleven (11) members of the Board of Aldermen of the City, is empowered to contract to lease any land owned by the City to such electrical power company for such length of time and on such terms as may be agreed upon for the location thereon of powerhouses, conduits and transmission lines and for such other purposes as may be necessary or convenient for the creation, development or transmission of electrical energy developed from such water by the power company contracting for its use.

Commented [SGM106]: Item #51 – Gender Neutrality.

Commented [SGM107]: Errata correction (03182024)

Commented [SGM108]: "consent"?

Commented [SGM109]: Action Item #17 – The voting standard issue should be reviewed by Board of Aldermen (05232024).

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CHAPTER 5. OTHER ELECTIVE OFFICIALS

PART A. CITY CLERK

Sec. 5A-1. City Clerk. Powers and Duties[125].

(a) There shall be a City Clerk elected as provided in this Charter.

(b) The City Clerk shall:

(1) be the clerk of the Board of Aldermen and of its committees and of the Finance and Audit Review Commission and Boards of Police and Fire;

(2) receive as the repository of all records created by the Board of Public Health, any Charter Revision Commission and any other Board or Commission as set forth by this Charter or the Ordinances, including but not limited to Commission on Aging and the Environmental Control Commission, if any;

Commented [SGM111]: Item #50 – Proposed Definitions.

(3) send, immediately after it takes effect, a copy of any Ordinance, Resolution, or order of the Board of Aldermen and of any Resolution or order of any Board or Commission to each Department or officer affected thereby;

(4) issue all Public Notices of the Meetings of the Board of Aldermen, the Finance and Audit Review Commission, and the Boards of Police and Fire Commissioners; which Notices shall be given or served as may by Law be provided;

Commented [SGM112]: Item #50 – Proposed Definitions.

(5) publish summaries prepared by the Corporation Counsel of all City Ordinances, as soon as the same are enacted, and record the fact and date of such publication; and,

(6) make, upon the records of the City, entries of the actions of said Clerk in serving and publishing Notices of orders passed by the Board of Aldermen.

Said Clerk shall devote full time service to the City during the term of office and shall have no other occupation during said term. The City Clerk is authorized to administer oaths or affirmations.

Sec. 5A-2. Assistant City Clerk.

Said Clerk may appoint an assistant clerk. Said assistant clerk, after having taken the oath or affirmation provided by Law for said clerk, shall assist said Clerk and, in the absence or disability of said Clerk, shall have all the powers and duties of said clerk. All acts of said assistant clerk, and all records kept by the Clerk, shall have the same validity and effect as acts and records of the City Clerk. Said assistant clerk may be removed by the City Clerk at any time.

Sec. 5A-3. Validity of Records[126].

All records hitherto kept, or which may be kept, by any clerk of the City, shall have the same validity as the records of town clerks and shall be in all courts prima facie evidence of the truth of the matters therein recorded. Of any official record hitherto kept, or which may be kept, by any clerk of the City, or by any assistant clerk thereof, a copy certified under the hand of any such recording officer shall be received in all courts as evidence, in the same manner as the original record would be received.

PART B. TOWN CLERK

Sec. 5B-1. Powers, Duties and Compensation[127].

(a) There shall be a Town Clerk, elected as set forth in this Charter.

(b) The Town Clerk shall possess the powers and perform the duties of Town Clerk as prescribed by Law, except as otherwise provided by this Charter. The salary of the Town Clerk as hereinbefore provided shall be in lieu of all other emoluments, fees or compensation for services as Town Clerk or otherwise. The Town Clerk shall account for and pay daily to the Department of Finance all moneys from all sources received by the said Clerk in the operation of the office. There shall be an assistant town clerk, appointed by the Town Clerk, whose compensation shall be in lieu of all other emoluments and fees.

Commented [SGM113]: Item #51 – Gender Neutrality.

Sec. 5B-2. Vital Statistics[128].

The said Town Clerk shall be, *ex officio*, Registrar of Vital Statistics and shall assume the duties as such Registrar of Vital Statistics, as are prescribed by Law for such officer and shall employ such assistant registrars of vital statistics and other employees as required.

PART C. REGISTRARS OF VOTERS

Sec. 5C-1. To Officiate at City Elections[129].

There shall be two (2) Registrars of Voters, elected as hereinbefore provided. At every Meeting of the City for the election of officers, as herein provided, the Registrars of Voters for the Town of Waterbury, and the other officers by them appointed, shall perform the same duties with reference thereto as is by Law provided in case of Electors' Meetings in the Town of Waterbury.

Sec. 5C-2. List of Voters by Districts; Moderators and other Personnel[130].

The Registrars of Voters of the City shall keep separate lists of the voters residing in each district and shall appoint for each district a moderator and such other election officers as are required by Law and appoint an additional moderator and designate said additional moderator as presiding or chief moderator at large, to be the head moderator for the purpose of declaring the results of elections in the whole municipality. Any provision of this Charter and the Ordinances to the contrary are hereby repealed, notwithstanding any provision of any Special or Public Act to the contrary.

Commented [SGM114]: Item #50 – Proposed Definitions.

Sec. 5C-3. Deputy Registrars and Clerks[131].

Pursuant to C.G.S. §9-192, each of the two (2) Registrars of Voters shall, immediately after each of their election to office, appoint a deputy registrar to serve in accordance with said statute. Each Registrar shall also appoint all polling officials required in accordance with the General Statutes. These appointments shall be the direct responsibility of the individual Registrar and shall not be subject to the provisions of civil service.

Commented [SGM115]: Item #51 – Gender Neutrality.

Sec. 5C-4. Both Registrars to Sign Requisitions[132].

No requisition of the Director of Purchases for supplies or for the expenditure of any moneys in the Office of the Registrars of Voters shall be valid unless such requisition shall be signed by both of said Registrars.

PART D. CITY SHERIFF

Sec. 5D-1. Powers, Duties and Compensation[133].

(a) Creation. There shall be a City Sheriff elected as hereinbefore provided.

(b) Duties. The Sheriff shall:

(1) when required by the presiding judge, attend upon the Superior Court for the Judicial District of Waterbury, when sitting for the transaction of civil business and, while upon such duty, shall have the same powers in relation thereto as are by Law held by sheriffs while acting as officers of Superior Courts;

(2) have the same powers to serve any process within the territorial jurisdiction of said Superior Court as State Marshals have within their respective counties and further shall have power to serve any process wherever directed for service issued by or returnable to said court of Superior Court for the Judicial District of Waterbury;

(3) when required, serve all Public Notices of all Meetings of the City and of the Board of Aldermen and of the several Boards and Commissions and all other Notices and services of process as may be required to be served by Law, including this Charter or the Ordinances, and shall be in attendance upon said Board of Aldermen and upon the several Boards and Commissions at every Meeting of the same and perform such duties as said Board or Commission may prescribe. In case said Sheriff shall be absent or unable to make service of any of such Notices, warnings or processes or to attend upon said Board of Aldermen, said Board may designate some suitable person temporarily to discharge such duties and determine the compensation for such service;

Commented [SGM116]: Action Item #4: Conformity to Definition Provisions (Approved - 04252024)

Item #51 – Gender Neutrality.

(4) also serve, when requested, without extra compensation and without fees, all writs and processes legally issued in which the City is the plaintiff, except for allowance of actual cash expenditures in making such service, and all fees legally taxable for such service in favor of the City shall belong to the City, and the Corporation Counsel shall see that such fees are collected, when it is possible, and paid to the Department of Finance of the City.

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CHAPTER 6. BOARDS AND COMMISSIONS

PART A. GENERAL REQUIREMENTS FOR APPOINTIVE BOARDS AND COMMISSIONS

Commented [SGM117]: Item #50 – Proposed Definitions.

Sec. 6A-1. Creation of Boards and Commissions: Number of Members, Terms.

In addition to those Boards and Commissions established by this Charter, the Board of Aldermen shall by Ordinance establish the Boards and Commissions of the City. Unless this Charter or Special Acts provides otherwise the Board of Aldermen shall set forth, by Ordinance, the number of Board and Commission members (and alternates in the case of the Planning and Zoning Commission and the Zoning Board of Appeals) and terms of office, which may be staggered. Except as otherwise provided by the General Statutes, the number shall always be odd and the term of office shall not exceed a term of four (4) years. Any such Ordinance shall make provision for the appointment of a Chair, the keeping of records, Aldermanic representation, minority party representation in accordance with §6A-8, below, simple numerical majority and minority appointments in accordance with §4-2(b)(1) of this Charter, public participation (including, but not limited to, public speaking) and the frequency of Meetings of all Boards and Commissions.

Sec. 6A-2. Appointment.

Except as otherwise provided by the General Statutes or this Charter, all members or alternate members of Boards or Commissions, shall be appointed by the Mayor, subject to rejection by the Board of Aldermen, both as set forth in this Charter. All Board or Commission members shall serve until their successors have been appointed and qualified.

Sec. 6A-3. Vacancy[134].

Commented [SGM118]: Item #50 – Proposed Definitions.

In the event of a Vacancy on any Board or Commission, a successor shall be appointed by the Mayor for the remainder of the term, as set forth in this Charter.

Sec. 6A-4. Publication of Boards and Commissions.

Commented [SGM119]: Action Item #4: Conformity to Definition Provisions (Approved - 04252024)

Public Hearing Issue raised by Nelson Rafael Feliciano Roman

No later than the thirtieth (30th) Day of September of each year, the City Clerk shall cause a list of all Boards and Commissions to be posted for thirty (30) Days, as follows: (a) on the City web-site and through other electronic media as determined by the City Clerk and (b) in a conspicuous location available to the public in the office of such City Clerk and shall be given at public locations as determined by the City Clerk or as otherwise set forth under Law.

Commented [SGM120]: Action Item #17 – Approved (05232024)

Sec. 6A-5. Residency Requirement.

Except as otherwise provided by Ordinance, no person may serve on a Board or Commission unless such person is an Elector of the City. If any person who is a member of a Board or Commission shall move from the City, such person's membership on such Board or Commission shall immediately terminate.

Sec. 6A-6. Dual Appointment Prohibited. Exceptions.

Except where otherwise provided by General Statutes or Special Acts, no person may serve as an appointed member of more than one (1) Board or Commission at the same time, with the exception of a Charter Revision Commission or other entities of finite duration or unless such person is a member of the Board of Aldermen assigned as a liaison to such Board or Commission to represent the Aldermen.

Sec. 6A-7. Conflict of Interest.

In addition to all applicable conflict of interest provisions of the General Statutes and of the Ordinances, no member of the Zoning Commission, City Plan Commission (if any), the Zoning Board of Appeals, or any other Board or Commission set forth by Ordinance shall participate in the hearing or decision if such participation would be a "Prohibited Activity" as defined in the General Statutes. However, if the Board of Aldermen adopts a local ethics Ordinance, as authorized by the General Statutes, said Ordinance may establish a local standard applicable to members of Boards and Commissions.

Sec. 6A-8. Minority Party Representation.

In creating said appointed Boards and Commissions, the Board of Aldermen shall include minority party representation provisions pertaining to the party enrollment of the members or alternates of the same. Said provisions shall exceed the minimum standard set forth in the General Statutes. Moreover, said party enrollment shall be determined in the same manner as the General Statutes delineate entitlement to participation in party caucuses and primaries by Electors who transfer from the enrollment list of one party to another.

Sec. 6A-9. Compensation Prohibited.

No member of any appointive Board or Commission shall receive compensation for services as such member, unless otherwise specifically established by this Charter, the Special Acts or Ordinances.

Sec. 6A-10. Removal.

Commented [SGM121]: Item #50 – Proposed Definitions.

The Mayor may initiate proceedings to remove a member of any appointive Board or Commission, or relevant position or "panel of alternates" for any of the following reasons: (a) misconduct in the performance of duties; (b) persistent absence; (c) unexcused absences from three (3) or more consecutive regular Meetings; (d) conviction of a felony; or, (e) conviction of a misdemeanor which would undermine the public confidence in the member's ability to perform the duties of office. Rules of Procedure for the removal of said member, and additional grounds for removal, shall be set by Ordinance.

PART B. INDEPENDENT COMMISSIONS REQUIRED BY CHARTER: FINANCE AND AUDIT REVIEW COMMISSION, DEPARTMENT OF AUDIT, THE ETHICS COMMISSION AND CIVIL SERVICE COMMISSION

Commented [SGM122]: Item #50 – Proposed Definitions.

Sec. 6B-1. Finance and Audit Review Commission[135].

(a) Powers and Duties. There shall be a Finance and Audit Review Commission, which shall have authority to examine into all matters relating to the financial and budgetary efficiency, efficacy and condition of the City. Notwithstanding the provisions of this Charter pertaining to the executive powers of the Mayor, the Department of Audit shall be under the direct supervision of the Finance and Audit Review Commission.

(1) Financial Review. Said Commission is authorized to audit and examine or cause to be audited and examined, the books and accounts of any and all of the Departments and officials of the City, including the Department of Education.

(2) Administrative Policy Review. Said Commission shall review the contents of the annual audit and make recommendations to the Mayor regarding the manner and means of improving the administrative processes pertaining to the operations of the City.

(3) Supervision of the Department of Audit. Said Commission shall be responsible for the general supervision of the Department of Audit and shall give due consideration to requests from the Mayor or the Board of Aldermen in establishing and modifying the work plan of the Commission or its staff.

(4) Required Cooperation. Each officer and employee of any Department, institution, Board or Commission or other administrative unit of the City shall assist said Commission and Department of Audit in carrying out the provisions of this section.

(b) Membership. Said Commission shall consist of seven (7) Electors of the City appointed by the Mayor, subject to the advice and consent of a majority of the members of the Board of Aldermen present and voting. The Commission shall choose a chair and such other officers as it may desire. Commencing on January 1, 2003, the Mayor shall appoint four (4) members for a term of four (4) years and three (3) members for a term of two (2) years. Following the term of two (2) years the Mayor shall, on or after January 1, 2005, appoint three (3) members for a term of four (4) years.

Commented [SGM123]: CRC review of Aldermanic Recommendations.

(1) Qualifications. The members of the Commission shall have professional or business experience in the fields of accounting, management or financial analysis as evidenced by being a certified public accountant, certified management accountant or having earned a master or doctorate degree in business, finance or public administration or the equivalent thereof; or, at least five (5) years of experience as a financial officer of a business or public administrator or such other qualifications as may be further defined by Ordinance.

(2) Restrictions. Notwithstanding the provisions of this Charter, no more than three (3) members of the Commission shall be members of the same political party. Furthermore, no person who has served in the previous three (3)

Commented [SGM124]: Action Item #17 – Approved (05232024).

years as a public official, other than a member of this Commission, or a political party officer shall be appointed to membership on the Commission. For purposes of this section, the term "public official" means an individual who holds or has held a municipal office (as defined in §9-372 but shall not include a justice of the peace or notary public) in the City and the term "political party officer" means an officer of a national committee of a political party, state central or town committee or any person employed by such committee for compensation. The restrictions set forth in this subsection shall apply to members through their term of office[136].

(c) Annual Budget of the Finance and Audit Review Commission. The Commission shall adopt and forward to the Mayor its proposed annual budget, in accordance with the procedures and timetable established for other Departments. The Mayor's budget shall include, and the Board of Aldermen shall appropriate for support of the Commission and its audit employees, at least the amount necessary to maintain the staffing level as approved in the previous annual budget, unless the Commission requests a lesser amount.

Sec. 6B-2. Department of Audit[137].

(a) Creation. There shall be a Department of Audit, which shall be responsible for carrying out the administrative duties and powers of the Commission. Said Department is under the supervision of the Commission.

(1) City Auditor. The Department Head shall be the City Auditor (also referred to as the Director of Audit) who shall be appointed by the Board of Aldermen pursuant to the Civil Service provisions of this Charter or the Ordinances and following the review and recommendation of a majority of the members of the Finance and Audit Review Commission. Said City Auditor shall be experienced in municipal accounting, internal auditing or fraud examination and shall have an advanced degree in accounting, business management or a related field as set forth by the Commission or by Ordinance. Said City Auditor shall be qualified to audit all Departments. Said City Auditor shall devote full time service to the duties of office.

(2) Powers and duties. The City Auditor may require reports from any Department or administrative unit supported in whole or in part by the City upon any matter of finances at any time and under such rules and regulations as the City Auditor may prescribe, and shall require special reports at any time upon the request of the Commission. Said City Auditor, or any agent of the Department of Audit designated for such purpose, may enter upon any property of and into the office of any Department, Board or Commission, institution or administrative unit of the City and may examine any of its property and any of its books, papers, and records and investigate its operating procedures and costs and report such findings to the Commission. Each officer and employee of any such Department, Board or Commission, institution or administrative unit of the City shall assist said Auditor or the Auditor's designated agent in carrying out the provisions of this section.

Commented [SGM125]: Item #51 – Gender Neutrality.

(3) Reports. All reports of the City Auditor, including any responses thereto, shall be public and shall be submitted to the Commission, the Board of Aldermen and the Mayor.

(4) Auditing of Accounts. The City Auditor shall work with the Commission to establish audit priorities based on the financial exposure to the City and shall audit or cause to be audited the accounts of such Departments and City officers, as determined by the Commission. The Commission shall establish a schedule of audits to ensure that each Department and City officer is covered on a reasonable basis.

Upon completion of an audit the City Auditor shall submit to the Commission a report of the condition of each of said accounts audited, together with a summary of all accounts of the City, verified by an oath or affirmation exhibiting the revenues, receipts and expenditures, the sources from which the revenues and funds are derived, in what manner the same have been disbursed and the amount thereon against each item of appropriation and said Commission shall cause such reports to be submitted to the Board of Aldermen.

(5) Evaluation. The City Auditor shall be evaluated by the Commission in January of each year for the City Auditor's work in the prior year. The evaluation will be based on the duties above and assess the responsiveness to requests, the quality of work and the usefulness and business judgment of recommendations.

Commented [SGM126]: Item #51 – Gender Neutrality.

Sec. 6B-3. Board of Ethics*[138]*.

(a) Powers and Duties[139]**.** There shall be a Board of Ethics which has the authority as permitted by the General Statutes to investigate allegations of unethical conduct, corrupting influence or illegal activities levied against any official, officer or employee of the City.

(1) Required Cooperation. Each officer and employee of any such Department, institution, Board or Commission or administrative unit of the City shall assist said Board of Ethics in carrying out the provisions of this section.

(b) Membership. Said Board shall consist of five (5) Electors of the City appointed by the Mayor, for a term of five (5) years, subject to the right of rejection of the Board of Aldermen as set forth in this Charter. The Board shall choose a chair and such other officers as it may desire for a term of two (2) years in duration. The overlapping terms of current members of the Board shall continue without impediment.

(1) Restrictions. Notwithstanding the provisions of this Charter, no more than three (3) members of the Board shall be members of the same political party. Furthermore, no person who has served in the previous three (3) years as a public official, other than a member of this Board, or a political party officer shall be appointed to membership on the Board. For purposes of this section the term "public official" means an individual who holds or has held a municipal office (as defined in §9-372 but shall not include a justice of the peace or notary public) in the City and the term "political party officer" means an officer of a national committee of a political party, state central or town committee or any person employed by such committee for compensation. Moreover, the members shall not be employees or officers of the City and shall not be members or officers of any Board or Commission or any agency of the City. The restrictions set forth in this subsection shall apply to members through their term of office[140].

Commented [SGM127]: Action Item #17 – Approved (05232024).

(c) Rules and Regulations. Following a Public Hearing, the Board of Ethics shall adopt and promulgate reasonable rules and regulations for the administration of

pertinent provisions of this Charter and the Ordinances which may be enacted hereunder. Thereafter any additions, modifications or changes in said rules and regulations shall, upon approval by the Board of Ethics, be in effect unless disapproved by the Board of Aldermen with at least eleven (11) Aldermen voting for such disapproval within sixty (60) Days from the date received by the Board of Aldermen. The rules and regulations so adopted and promulgated and all amendments thereof shall be made available to any Elector of the City upon request to the Board of Ethics.

(d) Advisory Opinions. The Board shall render advisory opinions to the Board of Aldermen or to any of its committees and to officials, members and officers of the City pursuant to written requests or upon its own initiative and shall make public such advisory opinions making such deletions as may be required to prevent disclosure of the identity of the officer, employee or official involved.

(e) Public Hearings. The Board of Ethics shall have the power to conduct Public Hearing s concerning the application of this chapter and the rules and regulations thereunder, including, but not limited to procedures for the exercise of its authority to issue subpoenas or subpoenas *duces tecum*, as permitted by the General Statutes.

(f) Additional Powers. The Board of Aldermen may expand the jurisdiction of the Board of Ethics in a manner consistent with the General Statutes.

Sec. 6B-4. Civil Service Commission[141].

(a) Establishment[142]. There shall be a Civil Service Commission which shall have the authority to exercise the powers and duties contained in the General Statutes, Special Acts and Ordinances pertaining to the administration and operation of the civil service and merit system and the human resources policies of the City.

(b) Personnel and Human Resources Policy of the City. It shall be the policy of the City to establish and maintain, by Ordinance and regulation, consistent with the provisions of this Charter, a civil service and merit system that will assure recruitment of the best available persons to appointment to vacant positions, advance equal employment opportunity and affirmative action, continue training and evaluation of employees and bargain fairly with the collective bargaining representatives of employees.

(c) Civil Service Ordinance. Said rules of the Civil Service Commission shall be set forth in the form of an Ordinance to be approved by the Board of Aldermen, upon the advice of the Mayor (following consultation with the Director of Human Resources and the Civil Service Commission) as set forth in this Charter[143].

(1) Contents of the Ordinance. Said Ordinance shall include consideration of the following: (i) creation of the classified and unclassified service for the City[144]; (ii) qualifications and competitive examinations for entry level and promotional appointments (encouraging, as far as practicable, the promotion from lower classes of City employees); (iii) creation and maintenance of eligible lists, certification of the same and the standards of appointment thereunder; (iv) standards of dealing with temporary appointments, including, but not limited to, probational, provisional and emergency appointments and the appointment of unskilled laborers[145]; (v) preparing and maintaining classification and pay plans for classified City employees not included in a collective bargaining unit; (vi) establishing a roster of City employees; (vii) certification of payroll; (viii) developing training and education programs for City employees; (ix) investigation of the

operation of the personnel provisions of this Charter and the Ordinances; (x) standards of appointment, discipline and removal of City employees, not otherwise addressed by this Charter or the provisions of a collective bargaining agreement; (xi) compensation plan for City employees, which plan shall constitute the City's compensation schedule for classes of positions in the classified service for the ensuing fiscal year and thereafter until a new compensation plan shall be adopted in the manner prescribed; (xii) appointment of Department Heads[146]; and, (xiii) any other matters necessary to the administration and regulation of said civil service and merit system.

(2) Limitations of Ordinance. No Ordinance shall be adopted which circumvents or otherwise violates the requirements of this Charter pertaining to a civil service and merit system for the hiring and promotion of public employees.

(3) Administrative Procedures and Regulations. Said Ordinance shall include a procedure for administrative regulation of said civil service and merit system by the Commission, including the requirement that any such regulations or additions, modifications or changes thereof shall take effect unless disapproved by the Board of Aldermen with at least eleven (11) Aldermen voting for such disapproval within sixty (60) Days from the date received by the Board of Aldermen.

Commented [SGM128]: Sounds like a Regulation

(4) Preferences. Said Ordinance shall provide for a preference of five (5) points for American veterans, ten (10) points for disabled American veterans and, five (5) points for individuals domiciled within the City on all open competitive examinations[147] in classified service.

Commented [SGM129]: Action Item #6 Approved (042524)

(5) Supervision of the Department of Human Resources. Said Commission shall be responsible for the general supervision of the Department of Human Resources. However, said Ordinance shall set forth the appropriate delegation of administrative authority to the Director of Human Resources; provided, however, this section shall not preclude any delegation of authority which is implicitly granted under the Charter or for which express delineation is impracticable.

(6) Required Cooperation. Each officer and employee of any Department, institution, Board or Commission or other administrative unit of the City shall assist said Commission and Department of Human Resources in carrying out the provisions of this section.

(d) Powers and Duties. Said powers shall include, but not be limited to, the following:

(1) Rule-making Pertaining to Hiring and Promotion of Public Employees. Said Commission is authorized to propose rules and prescribe regulations thereunder, as set forth in this Charter, for ascertaining the competency of applicants for positions or promotions for all positions in the City, except as otherwise set forth by Law, including this Charter. Said rule-making, and the examinations conducted thereunder, shall be in accordance with the best practices in merit selection of public employees in the United States[148].

Vacancies shall be filled by promotion whenever possible, and promotions shall be on a competitive basis whenever possible except where the Director of

Human Resources with the approval of the Civil Service Commission and the appointing authority, finds the competition impracticable[149].

(2) Review of Job Descriptions, Qualifications and Classification Plan. Said Commission is authorized to approve or disapprove (i) job descriptions, (ii) job qualifications, (iii) revisions to the position classification plan, and (iv) compensation plans for all employees not covered by a collective bargaining agreement, as proposed by the Director of Human Resources. The Commission shall conduct an annual review and modify such plan accordingly[150].

(3) Miscellaneous. Unless otherwise set forth in Law or if modified by collective bargaining agreement, said Commission is authorized to (i) transfer employees from one position to a similar position in the same class and level of responsibility; (ii) reinstate persons who resign in good standing or who are laid off from their positions without fault or delinquency on their part[151]; (iii) suspend employees from service for not longer than fifteen (15) Days unless otherwise provided by collective bargaining agreement or modified by Ordinance[152]; (iv) establish the hours of work, holiday, attendance regulations, and special leaves of absence in the various classes or positions in the civil service system[153]; (v) set forth a system permitting employees appropriate annual vacation and sick leave[154]; (vi) develop and operate programs to improve the work effectiveness and morale of employees of the City, including safety, health, welfare, recreation, training and education[155]; (vii) establish the method of grading examinations and, whenever practicable, make such method available to candidates before examinations are given[156]; (viii) establish a system for determining and reviewing, and the keeping of records of annual efficiency ratings of performance of all employees in the civil service and merit system, which efficiency ratings shall be a consideration in determining salary increases and decreases provided in the pay plan, as a factor in promotion tests, demotions, discharges and transfers[157]; (ix) administer the lay-offs, by reason of lack of funds or work, or abolition of a position, or material change in duties or organization, and provide for reinstatement of employees laid off or who resigned or were granted leaves of absence for any reason, including service in the Armed Forces of the United States, based on seniority, provided that the employees retained shall have the ability and be able to perform the duties of the position[158]; (x) discharge or reduce in rank or grade after appointment or promotion is completed in accordance with procedures set forth in this Charter or the Ordinances, subject to the right of a hearing, not precluding representation by any individual or organization, before the Civil Service Commission whose decision, by a majority of its members, shall be final[159].

(e) Membership. Said Commission shall consist of five (5) Electors of the City appointed by the Mayor, subject to the right of rejection by the Board of Aldermen as set forth in this Charter. The Commission shall choose a chair and such other officers as it may desire. The incumbent members of said Commission shall remain in office to the completion of their respective terms or until their successors are appointed and qualified. Commencing on January 1, 2003, the Mayor shall appoint members for a term of five (5) years.

(1) Restrictions. Notwithstanding the provisions of this Charter, no more than two (2) members of the Commission shall be members of the same political party. Furthermore, no person who has served in the previous three (3) years as a public official, other than a member of this Commission, or a political party officer shall be appointed to membership on the Commission. For purposes

Commented [SGM130]: Action Item #17 – Approved (05232024).

of this section the term "public official" means an individual who holds or has held a municipal office (as defined in §9-372 but shall not include a justice of the peace or notary public) in the City and the term "political party officer" means an officer of a national committee of a political party, state central or town committee or any person employed by such committee for compensation. The restrictions set forth in this subsection shall apply to members through their term of office[160].

(f) Penalty for Violations[161]. Any person who shall willfully or through culpable negligence, violate any of the provisions of this Charter, the Ordinances or the rules of the Commission thereunder promulgated shall be fined not less than Fifty ($50.00) Dollars nor more than Five Hundred ($500.00) Dollars or be imprisoned not more than six (6) months or be both fined and imprisoned.

PART C. APPOINTIVE BOARDS AND COMMISSIONS REQUIRED BY CHARTER[162].

Commented [SGM131]: Item #50 – Proposed Definitions.

Sec. 6C-1. Generally.

The Board of Aldermen shall adopt Ordinances setting forth the organizational structure and powers of the Boards and Commissions set forth in Part C ("Part C Boards and Commissions") of this Chapter.

Sec. 6C-2. Board of Commissioners of Public Health.

(a) General[163]. There shall be a Board of Commissioners of Public Health which shall advise and consult with the Director of Health, or equivalent successor head of the Department pertaining to the duties and conduct of the Department of Health.

Commented [SGM132]: Action Item #13 – Approved (051424)

(b) Powers and Duties of Board[164]. The Board shall in accordance with Law: (1) serve as an advisory body to the Director of Health regarding health and epidemiological policy issues for the City; (2) coordinate, facilitate and convene, with the Director of Health, community health discussions in order to gather input from community stakeholders throughout the City pertaining to health concerns, practices and trends designed to facilitate appropriate policies for the prevention of disease and the preservation of public health; (3) from time to time, make such bylaws, rules, regulations and orders as, in its judgment, the preservation of the public health may require, provided the same be not inconsistent with the Constitution and Law or with this Charter or the Ordinances, but in no case shall it impose a penalty of more than that permitted by the General Statutes for a single violation of any bylaw; and, (4) any other responsibilities as may be assigned by the Director of Health or by Ordinance; and

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Sec. 6C-3 Board of Park Commissioners[165].

(a) General[166]. There shall be a Board of Park Commissioners, which shall advise and consult with the appropriate Department Head pertaining to the administration of the parks and recreational facilities of the City.

(b) Interest in Contract or Property Prohibited[167]. No member of said Board of Park Commissioners shall be concerned in any contract with said Board, or any of its Departments or institutions, either as contractor, subcontractor, bondsman or party directly or indirectly interested. If any member of the Board be the owner of, or interested in, any property necessary, in the opinion of a majority of the other members of the Board,

to be taken for park purposes, then proceedings shall be by condemnation and such facts of ownership and interest shall be fully set forth in the petition.

(c) Park Property Defined[168]. The term "park property" shall include all parks, squares and areas of land within the management of the Board and all buildings, structures, improvements, seats, benches, fountains, boats, floats, walks, drives, roads, trees, plants, herbage, flowers and other things thereon, and enclosures of the same; all shade trees on streets or thoroughfares, resting places, watering stations, playgrounds, other than school grounds, owned, leased or operated by the City, parade grounds or the like; all connecting parkways and roads or drives between parks; all avenues, roads, ways, drives, walks, with all trees, shrubbery, vines, flowers and ornaments of any description, and all birds, animals, curiosities or objects of interest or instruction and all tools and implements placed in or on any of such enclosures, ways, parkways, roads or places; and such including term shall be liberally construed.

(d) Power of Condemnation[169]**.** The Board of Park Commissioners may proceed to condemn such land or other property in the method provided for the condemnation of land by municipal corporations by the General Statutes, and all sections of the statutes applying to condemnation by municipal corporations shall likewise apply to condemnation by said Board of Park Commissioners.

(e) Park Property in Other Towns Exempt from Taxes[170]. All real and personal estate of said City used for park purposes within the limits of any other town shall be exempted from taxation.

(f) Appropriation for Board of Park Commissioners[171]. The Board of Aldermen in each year shall appropriate necessary funds for the care and improvements of park property and to meet the expenses of the Board of Park Commissioners, within the powers and responsibilities granted to the Board of Aldermen. The appropriations so made shall be used for the maintenance, preservation and improvement of said parks and grounds. Said Board of Park Commissioners shall, at its discretion, have power to lease any buildings or land not needed for immediate improvement, for a term not to exceed two (2) years, the proceeds to be paid into the City treasury and to be placed at the disposal of said Board as an addition to the annual appropriations. All rents, profits, concessions, income and other revenues derived from the conduct of the recreation pavilion (Proprietors' Common) shall be subject to the management, control and disbursement of said Board of Park Commissioners, and said Board, for the purpose of providing a sinking fund for the redemption of park bonds and interest charges thereon, as the same shall become due, shall pay monthly to the treasurer of a sinking fund, if any, all net proceeds derived from the operation of the recreation pavilion, provided said Board of Park Commissioners may, at any time when the amount in said sinking fund shall exceed the sum of Fifteen Thousand ($15,000.00) Dollars, use and expend any surplus in excess of said sum for the purpose of improving the public parks of the City.

(g) Approval of Claims before Payment; Use of Bond Funds[172]**.** The Board of Park Commissioners shall submit for approval to the Director of Finance all claims and accounts arising from the performance of its duties and operations, and all such claims and accounts shall be approved, in accordance with procedures to be established by the Director of Finance, before payment shall be made thereon. The Board of Park Commissioners shall have the use and expenditure of such funds as may arise from the sale of bonds for park purposes, which the Board of Aldermen may duly authorize and cause to be issued.

(h) Audit and Inspection of Records and Accounts[173]**.** The Board shall keep an accurate record and books of account and shall annually transmit to the Mayor a full and detailed report and statement of all its acts and doings, together with a complete and itemized account of all receipts and disbursements. The books of account and records of the Board shall, at all times, be open to the inspection of the Mayor and shall be subject to an annual audit by the proper municipal officer.

Sec. 6C-4. City Plan Commission.

(a) General[174]**.** There shall be a City Plan Commission which shall advise and consult with the Department Head pertaining to the duties and conduct of the Department and shall prepare and recommend from time to time, as required by the General Statutes, but no less than every ten (10) years, a plan of conservation and development for the City or any portion thereof. Said plan shall include all requirements of the General Statutes pertaining to such plans and any other criterion set forth by the Commission or this Charter.

(1) Miscellaneous Powers and Duties of Commission[175]**.** The Commission shall have power to promote public interest in and understanding of the plan and to that end may publish and distribute copies of the plan or of any reports and may employ such other means of publicity and education as it may determine. The Commission shall, from time to time, recommend to the appropriate public officials programs for public structures and improvements and for the financing thereof. It shall be part of its duties to consult and advise with public officials and agencies, public utility companies, civic, educational, professional and other organizations and citizens with relation to the protecting or carrying out of the plan. The Commission shall have the right to accept and use gifts for the exercise of its functions. All public officials shall, upon request, furnish the Commission, within a reasonable time, such available information as it may require for its work. The Commission, its members, officers and employees, in the performance of their functions, may enter upon any land and make examinations and surveys and place and maintain necessary monuments and marks thereon. In general, the Commission shall have such powers as may be necessary to enable it to fulfill its functions, promote City planning or carry out the purpose of this Charter.

(b) Staff and Finances[176]**.** The Commission may appoint such employees as it may deem necessary for its work, whose appointment, promotion, demotion and removal shall be subject to the same provisions of Law as govern other corresponding civil employees of the City. The Commission may also contract with city planners, engineers, architects and other consultants for such service as it may require. The expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for the purpose by the Board of Aldermen, which shall provide the funds, equipment and accommodations necessary for the Commission's work.

(c) Powers and Duties; Plan of Conservation and Development[177]**.** It shall be the function and duty of the Commission to make and adopt a plan of conservation and development for the physical development of the City. Such plan, with accompanying maps, plats, charts and descriptive matter, shall show the Commission's recommendations for such development, including among other things, the general location, character and extent of streets, building lines, viaducts, subways, bridges, waterways, waterfronts, boulevards, parkways, playgrounds, squares, parks, aviation fields and other public ways, grounds and open spaces, the general location of public buildings and other public property, and the general location and extent of public utilities

and terminals, whether publicly or privately owned or operated, for water, light, sanitation, transportation, communication, power, and other purposes; also, rules and regulations to control the subdivision of land and the laying out of streets; also, the removal, relocation, widening, narrowing, vacating, abandonment, change of use or extension of any of the foregoing ways, grounds, open spaces, buildings, property, utilities or terminals. As the work of making the whole master plan progresses, the Commission may, from time to time, adopt and publish a part or parts thereof, any such part to cover one or more major sections or divisions of the City or one or more of the aforesaid or their functional matters to be included in the plan.

The Commission may, from time to time, amend, extend or add to the plan.

(d) Surveys[178]. In the preparation of such plan, the Commission shall make careful and comprehensive surveys and studies of present conditions and future growth of the City, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity and general welfare as well as efficiency and economy in the process of development, including among other things, adequate provision for traffic, the promotion of safety from fire and other dangers, light and air, the promotion of the healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds and public utilities and other public requirements.

(e) Adoption of Plan[179]. The Commission may adopt the plan as a whole by a single Resolution or may, by successive Resolutions, adopt successive parts of the plan, such parts to correspond with major geographical sections or divisions of the City or with functional subdivisions of the subject matter of the plan, and may adopt any amendment or extension thereof or addition thereto. Before the adoption of the plan or any such part, amendment, extension or addition, the Commission shall hold at least one (1) Public Hearing thereon, Public Notice of the time and place including publication in a newspaper of general circulation in the City, if any, or, if there is no such newspaper, as otherwise required by this Charter shall be given. The adoption of the plan or of any such part or amendment or extension or addition shall be by Resolution of the Commission carried by the affirmative votes of not less than four (4) members of the Commission. The Resolution shall refer expressly to the maps and descriptive and other matter intended by the Commission to form the whole or part of the plan, and the action taken shall be recorded on the map and plan and descriptive matter by the identifying signature of the chairman and/or secretary of the Commission. An attested copy of the plan or part thereof shall be certified to the Board of Aldermen and to the Town Clerk.

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(f) Approval of Construction; Veto of Commission[180]. Whenever the Commission shall have adopted the plan of conservation and development for the City or of one or more major sections or districts thereof, no street, square, park or other public way, ground or open space, or public building or structure or public utility, whether publicly or privately owned, shall be constructed or authorized in the City or in such planned section and district until the location, character and extent thereof, shall have been submitted to and approved by the Commission; provided, in case of disapproval, the Commission shall communicate its reasons to the Board of Aldermen, which shall have the power to overrule such disapproval by a recorded vote of not less than eleven (11) members of said Board; and provided, if the public way, ground, space, building, structure or utility be one the authorization or financing of which does not, under the Law or Charter provisions governing same, fall within the province of the Board of Aldermen, then the

submission to the City Plan Commission shall be by the Board or Commission or body having such jurisdiction, and the City Plan Commission's disapproval may be overruled by such Board or Commission or body by a vote of not less than two-thirds (2/3rds) of its membership. The failure of the Commission to act within sixty (60) Days from the date of official submission to the Commission shall be deemed approval.

(g) Powers of Board of Aldermen[181]**.** The Board of Aldermen is authorized to make, adopt, amend, extend, add to or carry out a City Plan as provided in this Charter.

Sec. 6C-5. Board of Police Commissioners.

(a) General[182]**.** There shall be a Board of Police Commissioners, which shall advise and consult with the Department Head pertaining to the duties and conduct of the Department.

(b) Powers and Duties of Board[183]**.** Said Board of Police Commissioners shall have the sole power of appointment and removal of officers and members of said Police Department. Said Commissioners shall choose by ballot and appoint suitable persons to be officers and members of said Police Department[184]. Said Commissioners shall have power to fix, subject to the approval of the Board of Aldermen, the amount of compensation to be paid to each officer and member of said Department; to make all needful rules and regulations, not inconsistent with Law, including this Charter and the Ordinances, for the government and control of said Department and for the discharge of persons arrested without warrant; and may punish by reprimand, forfeiture, suspension without pay, dismissal or reduction in rank and pay, any officer or member of said Department, after reasonable Notice and opportunity to be heard, whenever in the judgment of said Commissioners such punishment shall be for the best interests of the City; and may suspend from duty any member of said Department for a period not exceeding ten (10) Days, without a hearing and for cause.

(c) Removals and Appeals[185]**.** The officers and members of said Police Department in office at the time of the passage of the act which authorizes this provision of the Charter, and those hereafter appointed, shall hold their office and membership of said Department until dismissed by said Board of Police Commissioners for cause, provided, when any officer or member in said Department shall be dismissed by said Board or reduced in rank, the officer or member in question shall have the right of appeal from the action of said Board of Police Commissioners to the Superior Court for the Judicial District of Waterbury within thirty (30) Days after Notice of such action of the Board. Said court shall hear such appeal and may approve, modify or revoke such action of the Board and may award costs at its discretion. During the pendency of such appeal, such action of the Board shall have full force and effect, subject to the power of said court if such action is modified or revoked, to make its decree relate back to the date of such action.

Commented [SGM135]: Item #51 – Gender Neutrality.

Sec. 6C-6. Board of Fire Commissioners.

(a) General[186]**.** There shall be a Board of Fire Commissioners, which shall advise and consult with the Department Head pertaining to the duties and conduct of the Fire Department.

(b) Powers and Duties of Board[187]**.** Said Board of Fire Commissioners shall make all necessary rules and regulations for the government of said Fire Department, not inconsistent with Law, including this Charter and the Ordinances; and said Board shall

appoint and prescribe the duties of all officers, firefighters and employees of said Department, except where any powers and duties may be prescribed by the Board of Aldermen, and shall fix their compensation, subject to the approval of the Board of Aldermen[188].

Sec. 6C-7. The Zoning Commission[189].

(a) General. There shall be a Zoning Commission which shall have all the powers and duties of a zoning commission under the General Statutes. The decisions of the Zoning Commission shall be consistent with the plan of conservation and development, as required by the General Statutes, unless the Commission concludes that changes in circumstances since the adoption of the plan of development support a deviation from the plan. The Commission shall set forth the basis for any deviation from the plan of development in its decision.

(b) Qualifications. The Commission, as established by the Board of Aldermen, shall be comprised of individuals with skills and knowledge in related fields such as planning (including current involvement in the field), architecture, landscape architecture, real estate, or law.

Sec. 6C-8. Board of Assessment Appeals*[190]*.

(a) General[191]**.** There shall be a Board of Assessment Appeals which shall have all the powers of and act in accordance with the provisions of the General Statutes applicable to boards of assessment appeals of towns.

(b) Appeal to Board of Assessment Appeals[192]**.** No appeal to the Board of Assessment Appeals shall be taken by any person claiming to be aggrieved by the doings of the Assessor in any manner other than that which is authorized by the General Statutes.

Sec. 6C-9. Board of Commissioners of Public Works.

(a) General[193]**.** There shall be a Board of Commissioners of Public Works which shall advise and consult with the appropriate Department Head pertaining to the administration of public works and other enterprises related to the infrastructure of the City.

Sec. 6C-10. Retirement Board[194].

(a) General. There shall be a Retirement Board which shall exercise the powers and duties contained in the General Statutes, Special Acts and Ordinances.

PART D. APPOINTIVE BOARDS REQUIRED BY ORDINANCE.

Sec. 6D-1. Authority to Create Boards and Commissions.

(a) The Board of Aldermen may establish, by Ordinance, such Boards and Commissions as are necessary to effectuate the powers and purposes of the City as enumerated in the General Statutes, Special Acts and this Charter.

PART E. APPOINTIVE BOARDS AND COMMISSIONS AUTHORIZED BY SPECIAL ACT[195].

Sec. 6E-1. Board of Agents of the Silas Bronson Library.

(a) Bronson Library Fund and Silas Bronson Library Established[196]. The Bronson Library Fund, initially established by the sum of Two Hundred Thousand ($200,000.00) Dollars bequeathed the City by the will of the late Silas Bronson for the establishment of a library for the common use of all inhabitants of said City and designated as the Bronson Library Fund, shall be forever inviolably used and appropriated for the purposes set forth in said will. Said Bronson Library Fund shall be the recipient of any and all subsequent bequests and contributions for specific and common benefit and appropriation for the benefit of the Silas Bronson Library. The Bronson Library Fund shall only be used solely at the discretion of the Board of Agents.

(b) Board of Agents Established; Powers[197]. There shall be a Board of Agents of said fund, who shall be the legally constituted agents of the City to carry out the said provisions of said will, subsequent bequests and contributions, with full power, in the name and in behalf of the City, to collect, invest, expend, manage and control said fund and the income thereof and to establish, regulate and manage said library. Said Board shall have and exercise all such powers as were designed by said testator by the provisions of said will and subsequent bequests to be conferred upon the Bronson Library Fund and the legally constituted authorities thereof, subject to the limitations and restrictions and provisions hereinafter contained.

(c) How Constituted[198]. Said Board of Agents shall consist of twelve (12) persons, subject to modification by an Ordinance proposed by the Board of Agents, to be appointed as provided in subsection(c)(1), below. In the event an Ordinance is duly adopted and of full force and effect, this provision of the Charter may be modified to refer to the codified Ordinance.

(1) Appointment[199]. Members of the Board of Agents shall be appointed in accordance with the provisions of §4-2(b) of this Charter. Notwithstanding the provisions of this Charter, no more than fifty (50%) percent of the members of the Board shall be members of the same political party.

(2) Quorum[200]. Notwithstanding any provision of the Charter to the contrary, a simple majority of the members of the Board of Agents currently in office, yet, no fewer than five (5), shall constitute a quorum for the transaction of business; no vote of said Board shall be valid unless a majority of said quorum shall concur therein.

(3) Term[201]. The members of said Board shall hold their offices for the period of six (6) years from the fourth (4th) Day of July following their appointment.

(4) Vacancy[202]. Notwithstanding any provision of this Charter to the contrary, all Vacancies that shall occur in said Board, by removal from the City, resignation or otherwise of any one or more such agents, shall be filled by the Mayor as set forth in this Charter, and the persons so chosen, shall hold their offices for the unexpired portions of the terms of the persons in whose place they may be chosen.

(d) President, Vice-President and Secretary[203]. Said Board of Agents shall choose from among themselves a president, vice-president and secretary, who shall hold

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office during the pleasure of the Board, and whose powers and duties shall be according to the general principles of parliamentary procedure and administrative law.

(e) Treasurer Function[204]. The Board of Agents shall vest the duties and functions of the treasurer of said Bronson Library Fund with the City's Director of Finance with the sole responsibility to provide for custodial investment of the Fund's assets as directed by the Board of Agents. Said assets will be accounted for on the City's general ledger with all assets restricted for specific and common benefit and appropriation for the benefit of the Silas Bronson Library, as directed by the Board of Agents, and subject to annual audit by the City's external auditor. With respect to the Bronson Library Fund, the Board of Agents and Director of Finance shall act in a manner consistent with its fiduciary obligations, utilizing best practices pertaining to the custody of funds, accounting for such funds, monitoring, review and establishing accountability standards for the investment of such funds and the investment advisors to the Board of Agents[205]**.**

**(g) Principal of Fund to be Maintained[206]. The Board of Agents shall, with the advice of the Director of Finance, adopt an investment policy setting for the investment objectives of the Board of Agents providing for the general projection of principal while providing for the appropriation of a portion of investment income for the common benefit and appropriation for the benefit of the Silas Bronson Library, based upon investment performance over time. The Board of Agents may authorize the Director of Finance to retain the services of a professional advisor to assist in the development of such policy.

(h) Investments Restricted[207]**.** The investment powers of said Board of Agents and responsibilities of the Director of Finance shall be based upon the provisions of the Fiduciary Powers Act, as set forth in the General Statutes (as said statute may be amended from time to time) and shall be guided by the prudent investor rule, as same may be amended from time to time.

Sec. 6E-2 Redevelopment Agency[208].

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The action of the City in establishing a ten-member redevelopment agency during the calendar year 1960 is validated and all actions of said commission shall be considered those of a validly constituted commission. Said City is further empowered to maintain and continue such ten-member commission.

CHAPTER 7. DEPARTMENTS AND DEPARTMENT HEADS

PART A. GENERAL REQUIREMENTS FOR DEPARTMENTS AND DEPARTMENT HEADS

Commented [SGM141]: Item #50 – Proposed Definitions.

Sec. 7A-1. Authority to Establish the Departments of Government.

(a) Powers and Purposes. The City, acting within the powers and duties enumerated in the General Statutes, Special Acts applicable thereto and this Charter, may establish, by Ordinance, such Department Heads necessary to carry out and organize the functions of government. The express intent of this Charter is to allow the Mayor and the Board of Aldermen the ability to organize the government in order to achieve a balance of efficiency and service to the people of the City.

(b) Special Provisions Regarding Reorganization. Any Departments and Department Heads established under the authority of this Charter are subject to the power of the Mayor to propose a reorganization plan in accordance with the terms of this Charter. However, the powers, duties and functions defined in this Charter shall be assigned to officials of the City.

Sec. 7A-2. Appointment of Department Heads: General Requirements.

(a) Creation of Departments. The Board of Aldermen shall, by Ordinance, establish the Departments of the City, unless otherwise established by Charter. Each of these Departments shall be constituted to perform such functions and have such powers and duties as are imposed by the General Statutes, this Charter and Ordinances. Moreover, the director of each Department established by Ordinance shall be subject to the provisions of this Charter generally applicable to Department Heads. All Departments shall be entitled to office space provided by the City and shall remain open during such hours as the Mayor may direct.

(b) Appointment of Department Heads[209]**.** Except as otherwise provided by Law, including the applicable General Statutes or the civil service provisions of this Charter or the Ordinances, all Department Heads[210] (as well as the classifications of "bureau chief" and "management employee" as set forth in this Charter or the Ordinances applicable thereto) shall be appointed by and subject to the authority of the Mayor, subject to the right of rejection by the Board of Aldermen, as set forth in §3A-2(e), above. For purposes of this Charter, the term "Department Head" shall include the classifications of bureau chief and management employee, unless otherwise excepted. A Department Head may not be removed from office except as set forth in §7A-4, below, or upon the completion of the term of office for the position held as set forth by contract or, otherwise by this Charter or the Ordinances. In the event of a Vacancy in the office of any Department Head, a successor may be appointed, except that during the last month of the term of a Mayor who has not been re-elected to office, the Mayor may not appoint any Department Head except on an acting basis for a temporary period ending not later than sixty (60) Days following the commencement of the term of office of the new Mayor. All Department Heads shall devote full time to the duties of office and shall not engage in private practice or in any other business.

(1) Terms for Department Heads. Aldermanic Discretion. If permitted under the provisions of the applicable civil service provisions of this Charter or the Ordinances or by collective bargaining agreement, the Board of Aldermen may, in its discretion, establish, by Ordinance, a uniform term of office for all Department Heads, which term shall be for a period of no less than the term of office for the Mayor. Said power is subject to the provisions of the General Statutes and collective bargaining agreements, if applicable. Said Department Heads shall serve for the terms thereby established (unless otherwise removed from office) or until a successor shall have been appointed and shall have qualified.

(c) Effect of Charter on Current Officials. Unless otherwise terminated pursuant to Law, the status of Department Heads, bureau chiefs and management employees holding office subject to contract on the effective date of this Charter shall continue until the end of their term. Thereafter, the provisions of this Charter shall apply.

(d) Authority of Department Heads. Once appointed as described in §7A-2(b) of this Charter, the Department Head shall appoint, hire, discipline and remove all deputies, assistant and other employees of the Department as provided for in the budget and subject to the authority of the Mayor or designee, and to the rules and regulations of the Civil Service Commission and collective bargaining agreements, where applicable.

(e) Qualifications of Department Heads. The job qualifications of all Department Heads, in addition to those enumerated in this Charter, by the General Statutes or Special Act, shall be established by Ordinance following the recommendation of the Director of Human Resources or such personnel official as may be designated by Ordinance. Said job qualifications shall be prepared in accordance with nationally accepted professional standards and shall be reviewed and updated every four (4) years and whenever a vacancy occurs in the position.

(f) Compensation. The salaries and compensation of all officials, Department Heads, agents and employees of the City shall be set by Ordinance, except where otherwise fixed by the General Assembly or as otherwise covered by civil service and collective bargaining agreement(s).

(g) Residency for Department Heads. The Board of Aldermen may, in its discretion, establish by Ordinance a residency requirement for all Department Heads, to the extent permitted by Law and subject to the provisions of applicable collective bargaining agreements.

Sec. 7A-3. Liability of Officers and Members of Departments or Boards and Commissions[211].

Any officer of the City or any member of any Department or Board or Commissions of the City who shall, in order to provide for the payment of any bill, account or claim against the City, knowingly instruct, or vote to instruct, or in any manner cause, the Director of Finance to draw upon any specific item of the appropriations as made by the Board of Aldermen other than the item against which such bill, account or claim is properly and legally chargeable, shall be personally liable to the City for the amount of such bill, account or claim.

Sec. 7A-4. Continuance in Office. Removal of Department Heads[212].

Commented [SGM142]: Item #51 – Gender Neutrality.

The Department Head, bureau chief, or management employee shall hold their office and membership in said Department, bureau, or division of City government in their present grade, unless promoted, demoted, or dismissed for cause by recommendation of the Civil Service Commission and the Board of Ethics reporting to the Board of Aldermen which shall affirm such recommendation unless it so rejects such recommendation by the affirmative vote of eleven (11) members of the Board of Aldermen; provided, when any Department Head, bureau chief, or management employee shall be dismissed ("Removed Party"), the Removed Party shall have the right of appeal to the Superior Court for the Judicial District of Waterbury, within thirty (30) Days after Notice of said action. This provision does not apply to or otherwise abridge the right of the City to notify said Department Head, bureau chief or management employee of the completion of Removed Party's term and its decision not to renew a contract as set forth in this Charter, the Ordinances or any applicable collective bargaining agreement.

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PART B. THE LEGAL DEPARTMENT

Sec. 7B-1. The Legal Department and Corporation Counsel.

(a) Established[213]. There shall be a Legal Department in the City, consisting of a Corporation Counsel, an Assistant Corporation Counsel and such assistants as may, from time to time, be requested by said Corporation Counsel. Said assistants shall be appointed in accordance with the applicable provisions of this Charter or the Ordinances pertaining to civil service. Either the Corporation Counsel or the Assistant Corporation Counsel shall be present at the Office at all reasonable times[214].

(b) Appointment and Term of Office for the Corporation Counsel[215]. Such Corporation Counsel shall be appointed by the Mayor, after the first (1st) Day but prior to the eighth (8th) Day of the commencement of the Mayor's term of office, to hold office coterminous with the Mayor, or if not at the commencement of the Mayor's term of office, at such time as necessitated and for the remainder of the term of the Mayor who appointed said Counsel and until a successor shall be appointed and shall have qualified, unless sooner removed for cause.

Commented [SGM144]: Action Item #1.B (Approved 4/3 + 10/2024)

(1) Assistant Corporation Counsel[216]. The Assistant Corporation Counsel shall have charge, under the supervision of the Corporation Counsel, of such duties as may be assigned by the Corporation Counsel, and, in the absence of the Corporation Counsel, shall assume all of the duties and obligations of the Corporation Counsel.

(c) Qualifications[217]. Such Corporation Counsel, at the time of appointment, shall be an attorney at law and shall have been engaged in the practice of law in this State for not less than four (4) years. Where practicable, the Mayor may take into account preference for an Elector when making such appointment.

Commented [SGM145]: Action Item #1.B (Approved 4/3 + 10/2024)

(d) Powers and Duties. The Corporation Counsel shall be the legal advisor of the City and its Departments. In this respect, the Corporation Counsel shall:

(1) represent the City in all civil actions in any court wherein the City is interested, actions for the collection of taxes, assessments, water charges, sewer

charges and other debts and charges due the City and in the hands of the Tax Collector for collection;

(2) issue written opinion upon any legal question which may be submitted by the Mayor, Board of Aldermen, any Department or public official. All opinions shall be recorded in an index book, which book shall be kept in the office of the Corporation Counsel and shall be delivered to the successor in office and shall be the property of the City;

(3) represent the City in all matters pending before the General Assembly affecting the interest of the City;

(4) have the power to release City liens for taxes, assessments and water charges, sewer charges and any other liens filed in behalf of the City and to release caveats and certificates of assessments;

(5) retain additional temporary counsel to aid the City in the conduct of the work of the Legal Department without regard to the requirements of civil service, if, in the opinion of the Corporation Counsel, the interest of the City so requires and the Mayor consents;

(6) have authority to commence suits, in the name of the City, to collect any indebtedness due the City or to recover any property belonging to the City and by any person unjustly detained or to recover damages for the injury of any property belonging to the City, and for any injunction to restrain any damages being done thereto, and to collect any fine, penalty or fee due the City, and also, when directed by the Mayor, to foreclose or enforce collection of any lien in favor of the City[218];

(7) approve all bonds and deeds and all written contracts of the City with the exception of purchase orders, requiring the signature of the Mayor pursuant to §4-2(e) of this Charter, as to form and as to compliance with all legal requirements of said Charter[219]; and,

(8) perform all other legal services which may be required by the Board of Aldermen or by law or Ordinance.

Sec. 7B-2. Special Duties and Powers with Respect to Taxes.

(a) Legal Actions with Respect to Taxes[220]**.** The Corporation Counsel shall institute all necessary legal actions for the collection of taxes, assessments, water charges, sewer charges and other debts and charges due the City and in the hands of the Tax Collector for collection and shall represent the City in all actions pertaining thereto and shall perform such other duties relating to the collection of taxes, assessments, water charges, sewer charges and other debts and charges as may be prescribed by the Director of Finance; and, for that purpose, the Corporation Counsel shall have access to the books of the Tax Collector, and shall have the right to bring all such suits or other actions, civil or criminal, as may be necessary to collect any overdue taxes or other debts due to the City. The Corporation Counsel, upon the collection of any moneys due to the City as herein provided, shall forthwith turn over all of said sums to the Department of Finance.

(b) Powers Akin to the Tax Collector[221]. The Corporation Counsel shall, in addition to such other powers and duties, have all the powers of the Tax Collector of said City relative to the release of liens for assessments made and levied by the City.

PART C. GOVERNMENT ADMINISTRATION

Commented [SGM146]: Item #50 – Proposed Definitions.

Sec. 7C-1. Department of Finance[222].

(a) The Director of Finance (Chief Financial Officer). There shall be a Department of Finance. The Department Head shall be the Director of Finance, who shall, under this Charter and the Ordinances, be subject to the general direction of the Mayor in all matters concerning the financial affairs of the City.

(b) Appointment. The Director shall be appointed by the Mayor as set forth in §§4-2(b) and 7A-2(b) of this Charter.

(c) Chief Financial Officer. The Director shall be the Chief Financial Officer of the City and its principal advisor on financial matters. The Director shall be qualified by education, training, and experience in public administration, including, but not limited to, budget, purchasing and personnel practices as well as such additional qualifications as may be established by Ordinance.

(d) Duties and Responsibilities. Said Director shall devote full time to the duties of office. Accordingly, the Director shall, subject to the authority of the Mayor:

(1) maintain continuous oversight of the operations, plans, and needs of the various Departments and the sources of revenue and other receipts of the City;

(2) develop plans for improvements and economies in operation and install them as approved by the Board of Aldermen including but not limited to plans for revisions of financial policies and programs and a comprehensive plan to meet the needs of the various Departments with respect to physical plant and equipment, whereby the financial plans and programs for the capital expenditures involved may be made a continuing part of the City's financial plans, and programs, and budget procedures, and financial audits;

(3) keep, in books provided for that purpose, accounts with each of the City Departments and all City officers and such other accounts as the Mayor or Ordinances may direct[223];

(4) prescribe the form of all accounts and of all reports to be rendered and shall have the inspection and supervision of the accounts of all other Departments and officers[224];

(5) designate staff to discharge the responsibilities of the Director.

(e) Operations Reports and Special Reports. The Director shall devise and prescribe the form of operations reports to be required from the various Departments and agencies, and shall require the Departments and agencies to make such reports. Said Director may require reports from any Department, agency or institution supported in whole or in part by the City, upon any matter of finance at any time and under such rules and regulations as may be prescribed by the Director, and shall require special reports at any time, upon request of the Mayor.

Commented [SGM147]: Item #51 – Gender Neutrality.

(1) Reports Submitted to Mayor. The information contained in such Operations and Special Reports shall be submitted to the Mayor and the Finance and Audit Review Commission.

(2) Investigative Authority. Said Director or any agent designated by the Director for such purpose may enter upon any property of and into the office of any Department, Board or Commission, institution or agency supported in whole or in part by the City and may (i) examine any of its property and any of its books, papers and records, investigate its service; (ii) evaluate the effectiveness of its policies, management, organization, and operating procedure; (iii) assess the cost of the service rendered; and (iv) recommend to any such Department, institution or agency, and assist it to effect improvements in organization, management, methods and procedure.

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(3) Required Cooperation. Each officer and employee of any such Department, institution, Board or Commission or agency shall assist said Director or the Director's designated agent in carrying out the provisions of this section.

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(f) System of Internal Controls. The Director shall submit a written outline of the system of internal controls and reporting requirements to the Finance and Audit Review Commission for its approval, in accordance with the rules and regulations of the Commission. Such system of internal controls and reporting requirements may be amended, from time to time, by the Commission upon the request of the Director of Finance.

(1) System of Internal Controls and Reporting Requirements. Defined. As utilized in the preceding paragraph, the term "system of internal controls and reporting requirements" means, the plan of organization and methods and procedures adopted by the Finance and Audit Review Commission to ensure that: (i) resource use is consistent with Laws and policies; (ii) resources are safeguarded against waste, loss and misuse, and (iii) reliable data are obtained, maintained and fairly disclosed in reports, regarding the financial affairs of the City.

(g) Financial Reports. In addition to the duties of the Director of Finance outlined above, the Director shall each month during the fiscal year, file with the Mayor, the Board of Aldermen and the Finance and Audit Review Commission, a financial report stating the current revenues received and expenditures made in the fiscal year and comparing its status with the actual figures of the preceding year and the current fiscal year, thereby affording a month by month comparison from one fiscal year to the next, and the Director shall, at least on a quarterly basis, submit a report to the Mayor, the Board of Aldermen and the Finance and Audit Review Commission, listing projections of the revenues to be received and the expenditures to be made during and to, the conclusion of the then current fiscal year. Such reports may be supplemented by any comments or recommendations which the Director of Finance deems appropriate to make to the Mayor, the Board of Aldermen and the Finance and Audit Review Commission concerning these reports and the then current financial status and operating procedures of the City.

(h) Duties Pertaining to Appropriations. With regard to appropriations the Director shall:

(1) keep a separate account for each specific item of the appropriations and shall require each Department officer when making requisitions upon the

Director of Purchases for the purchase of supplies to state specifically in writing against which of such items of the appropriations the requisition is drawn, and, when such requisition, with bill or claim, shall be regularly approved and payment recommended, the Director shall charge the same against such appropriation as indicated and shown in the requisition so given; provided the appropriation therefor is sufficient[225]; and

(2) not suffer any appropriation to be overdrawn or the appropriation for one item of expense to be drawn upon for any other purpose or by any Department other than that for which the appropriation was specifically made and requisitions drawn as hereinbefore specified, except in cases of transfers made as is herein provided. No requisition shall be issued unless sufficient funds to pay the same shall actually be in the treasury. If the Director shall certify any bill, contract or claim in excess of the appropriation properly applicable thereto, the City shall not be liable for such excess; but rather, the Director shall be personally liable therefor and the Director's sureties shall also be liable to the amount of the required bond, if any[226].

(i) Duty to Audit and Settle Accounts of Officers[227]. The Director shall at the end of each fiscal year, or more often if directed by the Finance and Audit Review Commission, and also upon the death, resignation, removal or expiration of the term of any officer, audit, or cause to be audited, examine and settle the accounts of such officer, and, if the officer in question shall be found indebted to the City, the Director shall file an account thereof with the Corporation Counsel, together with a copy of the official bond of such officer, if any, and give Notice thereof to such officer or the officer's legal representatives; and the Corporation Counsel shall proceed to collect such account from such officer or the officer's sureties within six (6) months from the receipt of such account. Notice of the audit shall be given by the Director to the officer or legal representative before the final statement of the account; and, if desired by such officer or legal representative, opportunity shall be given for a hearing. A copy of such Notice, with an affidavit attesting service thereof, shall be filed with the statement of account as evidence of the service of Notice.

(j) Approval of Claims and Accounts[228]. The Director of Finance shall examine claims and accounts against the City submitted for approval and approve such claims or accounts as found to be justly due. No bill above Twenty-Five Thousand ($25,000) Dollars shall be paid until approved by the Director of Finance or designee, in writing. Bills under Twenty-Five Thousand ($25,000) Dollars shall be subject to review and approvals established under existing internal control review, approval and processing procedures.

(k) Procedure in Preparing Claims and Paying Claims[229]. The Director shall have the authority to prepare a claims procedure including the means of paying said claims, including but not limited to articles purchased by or on behalf of the City. Said proposed procedure, upon review of the Mayor, shall be submitted in the form of an Ordinance to the Board of Aldermen. However, no payment shall be permitted unless within the limits of existing appropriations, unless such claim is otherwise exempt by Law, including the Ordinances from this requirement[230].

(l) Functions of the City Treasurer[231]. The Director of Finance shall assume and may designate to a subordinate employee, the responsibilities of the City Treasurer as set forth in the General Statutes, this Charter and Ordinances. The duties and powers are as follows:

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Commented [SGM154]: Action Item #5.D Approved (042524)

(1) Deposit of Funds in Designated Bank[232]. All City funds, in the possession of the Director of Finance in performance of the functions of the treasurer, shall be deposited in the designated bank or banking institution within twenty-four (24) hours after the receipt thereof, and shall obtain from the bank or other institution where such deposit is made receipts for the money so deposited.

(2) Payment of Orders[233]. The Director of Finance may designate any or all of the legally-designated depositories as the agent for the purpose of carrying out the provisions of this subsection. Said Director shall pay all orders drawn on said depository by the City Clerk, and countersigned by the Mayor, in the order in which they shall be presented to the Director. When it shall happen that there is not sufficient money in the treasury to pay all the orders presented, the Director shall number and register such orders in the order in which they shall be presented to said Director and shall on no pretense pay or advance money upon a subsequent order until the City shall have money in the treasury sufficient to pay all orders prior in number on the register[234].

(m) Tax Collector[235]. The Director of Finance shall assume oversight for the collection of taxes and an employee serving as Tax Collector shall be responsible for the tax collection functions as set forth in the General Statutes, this Charter and the Ordinances. The duties and powers are as follows:

(1) References to "Tax Collector"[236]. It is hereby set forth that any language in this Charter that reads or refers to the "collector of taxes" or "tax collector" or "collector" shall read "Tax Collector".

(2) Powers and Duties of the Tax Collector[237]. The Tax Collector of the City shall devote entire time to the duties of office and have and possess all the rights and powers to enforce the collection thereof as are, or may be, by law provided for tax collectors by the General Statutes. In addition to the duties which are imposed upon the Tax Collector by Law, the Tax Collector shall also collect all assessments made by the City, all water charges, all sewer charges, all license fees, except as herein otherwise provided, and all debts payable to the City. The Mayor shall have the power to issue a warrant for the collection of any of said taxes or assessments. The Tax Collector also shall make out and sign rate-bills for the City and make return of the same to the Board of Aldermen before the first (1st) Day of July in each year, and shall be liable to all penalties prescribed by Law for failure to perform such duties. The laws of this State applicable to rate-bills made out and signed by selectmen of towns shall be applicable to rate-bills made out and signed by the Tax Collector. The Deputy Tax Collector shall serve in the event of absence or disability of the Tax Collector.

(3) Duty to Collect Taxes[238]. For any unpaid taxes on personal property, the Tax Collector shall, within one hundred-twenty (120) Days after the same shall become due, institute, through the Corporation Counsel, appropriate legal proceedings for the collection of the same, and, for any unpaid taxes on real property the Tax Collector shall proceed for the collection of the same in the manner prescribed by the General Statutes, provided nothing in this section shall be construed as imposing any duty on the Tax Collector to institute legal proceedings for the collection of any tax when the same shall have been abated by the Board of Aldermen under the authority conferred by C.G.S. §12-124.

(4) Collection of, and Accounting for, Fees and Costs[239]. The Tax Collector shall account for and pay over to the Director of Finance, daily, all taxes,

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fees, costs and other money collected by the Tax Collector in the performance of the duties. The Tax Collector shall collect all taxable costs in each action brought to collect any tax or other debt due to the City and shall pay the same to the Director of Finance. The Tax Collector shall collect fees for the filing of liens to secure taxes, water bills and various types of assessments; all lien fees collected after the passage of the act authorizing this provision of the Charter, shall be at the maximum allowable rate for lien fees under the provisions of the General Statutes.

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(5) Separate Records for Real and Personal Property Taxes[240]. In all accounts and records kept by the Tax Collector, the taxes levied on real property and the taxes levied on personal property against each taxpayer shall be segregated as separate and distinct items.

(6) To Record and Release Liens and Collect Fees[241]**.** The Tax Collector shall see that all certificates of liens, allowed by Law in favor of the City, are duly recorded, and, when paid, released according to Law; and the fees for recording such certificates and releases shall be charged by the City and shall be paid by the party from whom they are legally due, or in their behalf, and said Collector shall collect such fees and pay them to the Director of Finance. All certificates for continuances of liens shall be filed in the manner prescribed by the General Statutes.

(7) To Collect Fees for Licenses[242]**.** Licenses issued by any City Department or officer shall be issued only on the presentation to such Department or officer of a receipt for the amount of the license fee signed by the Tax Collector or authorized agent, who shall receive the fee prescribed therefor, and no such Department or officer shall issue such license until such receipt shall be duly presented. The Tax Collector shall keep a record of all such fees received, specifying the person from whom such fee is received and the officer or Department issuing such license. In no case shall the Tax Collector have any authority to issue any license or to determine what person shall receive a license for any purpose.

(8) To Provide Clerical Assistance to the Corporation Counsel[243]**.** The Tax Collector and assistants shall do such clerical work and furnish such information as to unpaid taxes and other debts to the City as shall be required from time to time by the Corporation Counsel, for the purpose of enforcing the collection of all items to be collected by the Corporation Counsel.

(9) To Pay Amounts Collected to Director of Finance[244]**.** The Collector shall daily make and deliver to the Director of Finance a list of all persons from whom any tax or other charge has been collected. Upon the expiration of the Collector's term of office, the Tax Collector shall pay over to the Director of Finance the whole amount collected not previously credited on the books of the Department of Finance. For any violation of the provisions of this section, the Tax Collector shall be subject to removal in the manner hereinafter provided.

(10) Reporting of Delinquent Taxpayers to Board of Aldermen[245]**.** The Tax Collector shall make a written report on the fifteenth (15th) Day of May and November in each year to the Board of Aldermen and to the Mayor containing the names and addresses of all persons who are liable to pay taxes and assessments to the City, and who have neglected to pay the same for six (6) months after the same became due and payable, and such report shall include the

amounts due from each. In each case where back taxes shall be due and payable, the Collector shall so note on the tax bill[246].

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Sec. 7C-2. Department of Budget Control[247].

(a) Director of the Budget. There shall be a Department of Budget Control. The Department Head shall be the Director of the Budget who shall report to the Director of Finance or as otherwise designated by the Mayor.

(1) Appointment. The Director shall be appointed by the Mayor as set forth in §§4-2(b) and 7A-2(b) of this Charter for a term of two (2) years or until the successor shall have been appointed and shall have qualified. Said term may be extended by Ordinance in order to remain coterminous with the term of the Mayor.

(2) Qualifications. Said director shall be either a certified public accountant, certified managerial accountant or equivalent and shall have budgetary and finance experience in either the public or private sectors or such additional qualifications as may be established by Ordinance.

(b) Powers and Duties. Said powers and duties shall be set forth by the Mayor, the Director of Finance or as otherwise established by Ordinance.

Sec. 7C-3. Department of Information Services[248].

(a) Establishment. There shall be a Department of Information Services, which shall be responsible for the institution of an information technology strategy and framework for the City and to perform other tasks assigned by the Mayor or as otherwise established by Ordinance.

(b) The Information Technology Director. The Department Head shall be the Information Technology Director. Said Director shall work under the Mayor's general supervision. The Director shall be appointed by the Mayor as set forth in §§4-2(b) and 7A-2(b) of this Charter. The appointment shall be based on information technology experience, academic qualifications and aptitude.

Sec. 7C-4. Department of Purchases[249].

Commented [SGM164]: Item #50 – Proposed Definitions.

(a) The Centralized Procurement System. There shall be a Department of Purchases, which shall be the centralized procurement system for the City covering the purchase of all supplies, services, materials, equipment and other commodities required. In order to advance the provisions of this Charter, upon recommendation of the Director of Purchases (following review of the Mayor) the Board of Aldermen shall establish by Ordinance the rules and regulations governing the operation of said central purchasing system in a manner consistent with the General Statutes, this Charter, the Ordinances and standards established by organizations such as the National Institute of Governmental Purchasing and the National Association of State Purchasing Officials as well as the Model Procurement Code and Ordinances prepared by the American Bar Association. Any provisions referring to purchasing inconsistent with the terms of this section referred to elsewhere in this Charter are hereby expressly repealed.

(1) Governing Ordinance. The Ordinance establishing the rules and regulations governing the purchasing process for the City, shall include but not be limited to:

(i) the role and responsibilities of the purchasing agent;

(ii) establishment of competitive bidding requirements[250], standards for award of contracts[251] for all supplies, services, materials equipment and other commodities, (including, but not limited to, establishing standards for sealed bids or proposals, requisite Notice, advertising and bid opening standards[252], local preference) and accounting control of purchases (including, but not limited to requiring certified checks, bid bonds, performance bonds or hold back provisions[253]) and contractual standards[254], provided that the Board of Aldermen shall require competitive procurement procedures for purchases in excess of $25,000.00 (which amount may be increased by Ordinance);

(iii) standards for the sale or disposal of City property by the Director[255];

(iv) permitting the Director to adopt such administrative regulations pursuant to the powers vested in the Director under this Charter and the Ordinances, as the Director deems necessary for the proper conduct of the Department, which regulations, if any, shall be filed with the City Clerk.

Moreover, the Ordinance shall not include within the definition of "services" professional services or the services of employees normally not subject to competitive bidding[256].

(2) Cooperative Procurement. Nothing in this Charter shall prevent the City or any of its agencies or Departments from participating in any joint purchasing program administered by the State of Connecticut, the Naugatuck Valley Council of Governments (or successor organization), the Connecticut Conference of Municipalities, the Connecticut Association of Boards of Education or any other public agency, including another municipality or municipalities, or other nonprofit organization the members of which are public bodies.

(3) Purchases for the Board of Education. With respect to said Board of Education, the Director shall be required to take advantage of incentives, cooperative agreements and consortiums generally available to boards of education in order to expedite the acquisition of goods and services of said Board to meet the curriculum and scheduling requirements of the Board with reference to the school year, upon reasonable written Notice by the Board[257]. The rules governing purchasing and procurement, including a definition of "reasonable notice" shall be set forth by Ordinance.

(4) Role of the Corporation Counsel. Each contract shall be approved by the Corporation Counsel as to form and as to compliance with all legal requirements of this Charter and the Ordinances, as supplemented by §7B-1(d)(7) of this Charter.

(b) Director of Purchasing (Purchasing Agent)[258]. The Department Head shall be the Director of Purchasing who shall be the Purchasing Agent of the City and for

Commented [SGM165]: Action Item #1.C (Approved 4/3/2024) - Errata correction

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Commented [SGM167]: Item #50 – Proposed Definitions.

Commented [SGM168]: Action Item #5.F Approved (042524)

all its Departments, Boards and Commissions or officers. Said Director, pursuant to rules and regulations established by Ordinance, shall contract for and purchase all supplies, materials, equipment and contractual services required by any Department, office or agency of the City government including the Board of Education. The Director shall be responsible for the efficiency, discipline and good conduct of the system and shall employ such number of assistants as may be authorized for the effective and economical conduct of the duties of the office.

(1) Appointment. Said Director shall be appointed by the Mayor as set forth in §§4-2(b) and 7A-2(b) of this Charter.

Sec. 7C-5. Department of Human Resources.

Commented [SGM169]: Item #50 – Proposed Definitions.

(a) The Department of Human Resources. Labor Relations. The Department shall be responsible for the administration of the civil service and merit system and all other matters affecting civil service employment, as well as the administration of collective bargaining agreements, including assistance to the Mayor and designees in the negotiation of said collective bargaining agreements. In order to advance the purpose of this Charter, the Board of Aldermen, upon recommendation of the Civil Service Commission, shall establish all rules and regulations relating to employees of the City.

(b) The Director of Human Resources[259]**.** The Department Head shall be the Director of Human Resources**.** The Director of Human Resources shall be responsible for the efficiency, discipline and good conduct of the Department; accordingly, the Director shall direct and supervise the administrative work of the Department and the Civil Service Commission, and shall perform such other functions as may be required by the Commission.

(1) Appointment. Said Director shall be appointed by the Mayor as set forth in §§4-2(b) and 7A-2(b) of this Charter.

(2) Duties of the Director[260]**.** The Director of Human Resources shall be the primary advisor to the Mayor and Board of Aldermen and administrator of the Personnel, Human Resources, Civil Service and Merit Systems. Accordingly the Director shall be responsible for utilizing best practices in the field pertaining to, *inter alia*, (i) administering competition examinations for the hiring and promotion of City personnel; (ii) planning and implementing a system to achieve productivity improvements through training and technology; (iii) ensuring that job descriptions are current and reflect the skills and tasks necessary to conduct the business of the City; (iv) undertaking the cost effective selection and administration of benefits for City employees; (v) assisting the Civil Service Commission in its deliberations and investigations; (vi) establishing and maintaining eligibility lists for the various classes and positions of employees and notifying the Department Heads of the expiration of said lists no less than six (6) months prior to said expiration and certifying eligible employees to the appropriate Department in accordance with selection standards; (vii) maintaining all necessary performance records and ratings and all other records necessary for the administration of the Commission and the Department; (viii) consulting with Department Heads and recommending to the Commission as soon as is practicable in any year a compensation plan including a proposed schedule of compensation for all classes of positions in the classified service, not covered by a collective bargaining agreement; (ix) providing a system for the administration

and verification of payroll; (x) making an annual report to the Civil Service Commission, the Board of Aldermen and the Mayor; and (xi) such other duties as set forth by Ordinance or by the Civil Service Commission in accordance with the provisions of this Charter and the Ordinances.

(c) Equal Employment Opportunity and Affirmative action. It shall be the policy of the City to guarantee equal opportunity to all qualified applicants and to all employees with respect to initial employment, advancement and general working conditions, without regard to race, religious creed, color, age, gender, marital status, sexual orientation or civil union status, ancestry, national origin, physical disability or any other persons as may be defined or otherwise protected as a protected class or otherwise by Law. The Director of Human Resources, in consultation with the Civil Service Commission, shall develop and maintain a comprehensive and systematic affirmative action plan which will assure equal opportunity in recruitment and selection, job structure, promotion policies, training to improve job performance and upward mobility, and all other related procedures and practices. Said affirmative action plan shall be effective upon approval by the Board of Aldermen.

Commented [SGM170]: Action Item #1.D (Approved – 04032024)

(d) **Role of the Corporation Counsel.** The Director of Human Resources and the Civil Service Commission shall consult with the Corporation Counsel as to the compliance of their actions with all legal requirements of the General Statutes, this Charter and the Ordinances.

Sec. 7C-6. Office of the City Assessor[261].

(a) The City Assessor. There shall be a City Assessor, who shall be responsible for assessing the property in the City.

(1) Appointment[262]. The City Assessor shall be a member of the classified service and shall be appointed by the Mayor as set forth in §§4-2(b) and 7A-2(b) of this Charter.

(2) Staff. All deputies and other employees of the organizational unit responsible for assessment shall be appointed and removed by the City Assessor subject to the personnel provisions of this Charter and the Ordinances.

Commented [SGM171]: Item #50 – Proposed Definitions.

(3) Powers and Duties. The City Assessor shall have all the powers and shall perform all the duties imposed on assessors in towns of this State, together with such other duties as are imposed by this Charter. The Assessor shall act in all respects with regard to the assessment of property as required by the General Statutes. Furthermore, the City Assessor shall furnish to the Tax Collector such information as said Collector may require in the compilation of rate-bills[263]. All Departments and employees of the City and all owners of taxable property within the City shall provide such assistance and information to the Assessor, consistent with applicable Law, as the Assessor shall require to carry out the duties of that office.

The City Assessor shall issue regulations pertaining to the governance of the office including, but not limited to, the preparation of lists and abstracts of taxable property[264].

(b) Preparation of the Grand List[265]. The Assessor and the Board of Assessment Appeals shall indicate in the compilation of the grand list such property as is

taxable by the City. The Assessor of the City, in the preparation of the abstract of the grand list of the City, shall separately indicate clearly the amount of real property and the amount of personal property of each taxpayer in separate and distinct items, and the amount of the tax on real estate levied against each taxpayer shall be indicated by one item and the amount of tax on personal property levied against each taxpayer shall be indicated by a separate and distinct item.

PART D. PUBLIC SAFETY, HEALTH AND COMMUNITY SERVICES

Commented [SGM172]: Item #50 – Proposed Definitions.

Sec. 7D-1. Police Department[266].

(a) Establishment[267]. There shall be a Police Department that shall consist of the Chief of Police and such other officers and employees of such ranks and grades as may be prescribed by Ordinance. Moreover, such Department organization shall be established by Ordinance adopted by the Board of Aldermen. The Police Department shall be responsible for the preservation of the public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property and enforcement of the General Statutes and the Ordinances and all rules and regulations made in accordance therewith. All members of the Department shall have the same powers and duties with respect to the service of criminal process and enforcement of criminal laws as are vested in police officers by the General Statutes.

(1) Chief of Police: Qualifications. The Department Head shall be the Chief of Police who shall be in direct command of the Police Department and shall be responsible for the operation of the Department consistent with the policy directives of the Mayor.

(2) Appointment of Chief. The Chief shall be appointed by the Mayor, as set forth in §§4-2(b) and 7A-2(b) of this Charter

(3) Appointment, Assignment and Removal of Officers. The Chief of Police shall have the sole right to assign the officers, including members of the detective department and patrolmen to their respective posts, shifts, details and duties, subject to the personnel and civil service provisions of this Charter and the Ordinances[268]. Moreover, the Chief of Police shall appoint and remove all other officers and employees of the Department. Furthermore, the Chief shall issue rules and regulations, in conformity with the Ordinances concerning the operation of the Department and the conduct of all officers and employees thereof. The Chief shall be responsible for the efficiency, discipline and good conduct of the Department and for the care and custody of all property used by the Department. Disobedience to the lawful orders of the Chief or to the rules and regulations aforesaid shall be grounds for dismissal or for other appropriate disciplinary action taken in accordance with the personnel and civil service provisions of this Charter and the Ordinances.

(4) Definitions. The terms “patrolman”, “patrolmen”, “policeman”, “policemen”, “member of Police Department” or “members of Police Department”, wherever used in this Charter, as amended, or in the rules and regulations in relation to the Police Department of said City, shall, unless otherwise indicated by the context, include a patrolwoman, patrolwomen, policewoman or policewomen.

Sec. 7D-2. Fire Department[269].

(a) Establishment[270]. There shall be a Fire Department that shall consist of a Fire Chief, three Deputy Fire Chiefs, a Fire Marshal and such other officers, privates and employees of such ranks and grades as may be prescribed by Ordinance. The office of Fire Marshal may be held by the Fire Chief or any Deputy Fire Chief, concurrently, with the approval of the Board of Fire Commissioners. The Fire Department shall be responsible for the protection of life and property within the City from fire and for the enforcement of all Laws relating to fire prevention and fire safety.

(1) Fire Chief: Qualifications. The Department Head shall be the Fire Chief who shall be in direct command of the Fire Department and shall be responsible for the operation of the Department consistent with the policy directives of the Mayor.

(2) Appointment of Fire Chief. The Fire Chief shall be appointed by the Mayor, as set forth in §§4-2(b) and 7A-2(b) of this Charter.

(3) Appointment and Removal of Department Personnel. Subject to the personnel and civil service provisions of this Charter and the Ordinances, the Fire Chief shall appoint and remove all other officers and employees of the Department. The Fire Chief shall assign all members of the Department to their respective posts, shifts, details and duties and shall make rules and regulations in conformity with the Ordinances concerning the operation of the Department and the conduct of all officers and employees thereof. The Fire Chief shall be responsible for the efficiency, discipline and good conduct of the Department and for the care and custody of all property used by the Department. Disobedience to the lawful orders of the Fire Chief or to the rules and regulations aforesaid shall be grounds for dismissal or for other appropriate disciplinary action taken in accordance with the personnel and civil service provisions of this Charter and the Ordinances. The Fire Chief shall have further power to make regulations with the force of Law, implementing and giving effect to the Laws, including the Ordinances relating to fire prevention and fire safety.

Sec. 7D-3. Department of Health[271].

(a) Establishment[272]. There shall be a Health Department that shall consist of a Director of Health, public health nurses, sanitary inspectors, a milk and food inspector and such other agents and employees as from time to time, may be designated and prescribed by Ordinance.

Commented [SGM173]: Scrivener's Correction

(1) Director of Health: Qualifications. The Department Head shall be the Director of Health who shall be responsible for the operation of the Department (and the employees thereof) consistent with the policy directives of the Mayor. Said Director shall be meet the qualifications for municipal directors of health set forth in the General Statutes.

(2) Appointment of the Director of Health. The Director of Health shall be appointed by the Mayor, as set forth in §§4-2(b) and 7A-2(b) of this Charter.

(b) Expenditures in Cases of Epidemic[273]. In case of epidemic or the sudden spread of contagious diseases, the Department may, with the advice and consent

of the Mayor, make all expenditures which it may deem necessary, until the Board of Aldermen shall have taken action in the premises.

(c) Assistance by Police Department[274]. The Police Department shall render, upon the request of the Director of Health, approved by the Mayor, such assistance in the enforcement of its bylaws, rules, regulations and orders as such request may specify.

Sec. 7D-4. Community Services.

There shall be established by Ordinance, Departments of the City that deal with key functions such as health, human services, recreation and other community services. Such administrative offices shall always have in place up-to-date action plans to address the health, human service and recreation needs of children, youth, adults and the elderly and shall implement these plans in close coordination with the appropriate State offices and with other pertinent private and public agencies.

PART E. GOVERNMENT OPERATIONS AND DEVELOPMENT

Sec. 7E-1. Government Operations and Development.

There shall be established by Ordinance, Departments of the City that will administer the infrastructural, capital and economic development needs of the City. There may be Departments responsible for the preservation and promotion of public works, traffic control and engineering, waste management, engineering, parking garages, buildings, including but not limited to school buildings and additions thereto and other City property.

Sec. 7E-2. Department of Inspection[275].

Commented [SGM174]: Item #51 – Gender Neutrality.

A Department of Inspection is constituted which shall be supervised by the Building Official. Said Building Official shall be qualified and certified under the provisions of C.G.S. §§29-261 and 29-262, as amended. An assistant building official, qualified and certified under the provisions of said C.G.S. §§29-261 and 29-262, as amended may be appointed. Said Building Official shall supervise and direct the employees of the Department in various regulatory areas of inspection involving building, electrical, plumbing, heating, air conditioning and refrigeration, and weights and measures. Said Department shall also have a plumbing inspector, an electrical inspector, a heating, refrigeration and air conditioning inspector, and a sealer of weights and measures. The Building Official shall enforce the provisions of the Connecticut State Building Code, and the applicable provisions of this Charter and the applicable Ordinances. The Building Official, the assistant building official, if appointed, the plumbing inspector, the electrical inspector, the heating, refrigeration and air conditioning inspector, and the sealer of weights and measures shall be members of the classified service as set forth in this Charter or the Ordinances and shall be appointed by the Mayor, as set forth in §§4-2(b) and 7A-2(b) of this Charter.

PART F. CONSTABLES

Sec. 7F-1. Constables[276].

There shall be eight (8) constables appointed as hereinbefore provided and before assuming office each of said constables shall furnish a bond to the City as provided by Law.

Sec. 7F-2. Special Constables[277].

The Board of Aldermen shall have power, from time to time, to appoint such number of persons as it may see fit, residents of the City, as special constables, who shall take the oath prescribed for executive officers and shall hold their office for two (2) years from the time of their appointment, unless sooner removed by said Board; and said constables shall have the same powers within the City to preserve order and arrest offenders as constables have within their respective towns; and the Board of Aldermen may appoint such other persons as constables, residents of any town in which the City may have established any portion of its system of water supply, who shall, in like manner, be sworn and hold office, and, for all offenses committed against said water system, they shall have the same powers as constables in their respective towns.

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CHAPTER 8. EDUCATION

PART A. THE DEPARTMENT OF EDUCATION

Sec. 8A-1. Department Established[278].

There shall be in the City a Department of Education, which shall have the care and management of all property and affairs of the school district of the City.

Sec. 8A-2. Superintendent of Schools[279].

Commented [SGM175]: Item #51 – Gender Neutrality.

Following appointment by the Board of Education, the Superintendent of Schools shall:

(a) appoint, from those eligible under the rules of the Board, all principals, assistants and teachers necessary to fill positions authorized by the Board[280];

(b) assign all principals, assistants and teachers to their respective positions and reassign them or dismiss them from office at the discretion of the Superintendent[281].

(c) report in writing at each Meeting of the Board all appointments, reassignments and dismissals made by the Superintendent since the previous Meeting[282].

(i) Rejection of Appointments by Board of Education[283]. Any appointment by the Superintendent may be rejected by a vote of a majority of the Board.

(ii) Reversal of Dismissal by Board of Education: Notice. Any dismissal by the Superintendent shall be final unless reversed by a vote of a majority of the Board at the Meeting when such dismissal is reported[284]. Notice of dismissal on the part of the Superintendent shall be given to the principal, assistant or teacher by the Superintendent in writing at least one (1) week before the Meeting of the Board when the Superintendent reports such dismissal[285];

Commented [SGM176]: Action Item #4: Conformity to Definition Provisions (Approved - 04252024). Requires written notice.

(d) with the approval of the Board of Education, prescribe the course of study in all the schools, but the textbooks to be used in such courses shall be designated by the Board[286];

(e) annually, at a date to be fixed by the Board, submit to the Board a full report of the work and condition of the schools during the previous year, with recommendations for the ensuing year, which report, when accepted by the Board, shall form part of its report to the Mayor[287];

(f) report, each month during the school year, to the Board, in writing, any changes made in the course of study[288]. Such monthly reports shall be entered in a suitable book provided for that purpose and shall be kept as part of the records of the Department[289]; and,

(g) furnish such additional information regarding the condition of the schools and the efficiency of the teaching force as may be required by the Board[290].

PART B. THE BOARD OF EDUCATION

Sec. 8B-1. Board of Education[291].

(a) Governing Body. The Department of Education shall be under the control of a Board of Education consisting of ten (10) members, who shall be elected as hereinafter provided, and the Mayor, who shall be chairman, *ex officio*, of said Board.

(b) Composition of the Board of Education. The Board of Education shall consist of ten (10) members elected at large, as set forth in §2B-2(b)(2) of this Charter, no more than six (6) of total membership shall be of one political party (no more than three (3) in the respective election cycles for Group A and Group B).

(c) Proceedings. A record of each vote, Resolution or other action taken by the Board of Education shall be transmitted forthwith by the clerk of the Board to the Mayor. If the Mayor shall approve by signing it or fail to take action on it within ten (10) Days after its passage, such vote, Resolution or other action shall become operative from such date; if approved, record shall be made by the clerk of the Board of the date of approval. If no action be taken, record shall be made of the date when it becomes operative by reason thereof; if the Mayor shall disapprove, the Mayor shall, within ten (10) Days, return it to the clerk of the Board, accompanied by the Mayor's objections in writing, and the clerk shall present the same to the Board at its next Meeting; and such vote, Resolution or other action shall not become operative unless passed over the Mayor's veto by an affirmative vote of seven (7) of the members of said Board.

Commented [SGM177]: Item #51 – Gender Neutrality.

Sec. 8B-2. Powers and Duties[292].

(a) Powers and Duties. The Board of Education shall appoint, by up to a three (3) year contract, in the manner set forth in the civil service provisions of this Charter, the Ordinances or regulations of the Civil Service Commission, as applicable, a Superintendent of Schools. The applicable performance evaluation of the Superintendent of Schools shall be performed by the Board of Education.

Commented [SGM178]: Action Item #14 – Approved (051424)

Commented [SGM179]: Action Item #15 – Approved (051624)

Transition Provision. The Board of Education shall appoint the Superintendent of Schools from the alphabetical listing of no less than seven (7) and up to the ten (10) highest scoring candidates in the civil service process submitted by the Director of Human Resources as set forth in the Ordinances, in accordance with the request of the said Board. This provision shall remain in full force and effect until such time as it is replaced by an Ordinance enacted pursuant to §3B-5 of this Charter ("Replacement Ordinance"). The Replacement Ordinance shall be compliant with the intent of this transition provision; to wit, maximization of choice of candidates for the Board of Education in accordance with comparable practices in similarly situated municipalities for the selection of a Superintendent of Schools. Moreover, the Ordinance shall include an alphabetical listing of no fewer than seven (7) candidates. Upon adoption this transition provision shall expire and may be removed from the Charter; unless otherwise specifically set forth in the Ordinance.

The Board of Education shall decide the number of principals, assistants and teachers to be employed. It shall fix their salaries, subject to the approval of the Board of Aldermen, and prescribe their duties in each case unless otherwise provided. Effective January 1, 1988, any teacher hired by the Department of Education, on and subsequent

to that date, shall attain tenure in employment as a teacher employed by the Department of Education in accordance with the rules of Law applicable to teacher tenure as set forth in the General Statutes[293].

Commented [SGM180]: Item #51 – Gender Neutrality.

(b) Removal for Cause; Appeals. Effective January 1, 1988, the Superintendent, principals, assistants and teachers in office at the time shall hold their office and membership in said Department in their present grade, unless promoted, demoted or dismissed by said Board of Education for cause, provided, when any member of said Department shall be dismissed by said Board, said Department member shall have the right of appeal from the action of said Board to the Superior Court for the Judicial District of Waterbury within thirty (30) Days after Notice of said action of the Board. Said court shall hear any appeal and may approve, modify or revoke such action of the Board and may award costs at its discretion. During the pendency of such appeal, such action of the Board shall have full force and effect, subject to the power of said court, if such action shall be modified or revoked, to make its decree relate back to the date of such action.

Commented [SGM181]: Item #51 – Gender Neutrality.

(c) Personnel. The Board of Education may appoint or employ a clerk, an inspector of buildings and such other officers and employees as may be necessary for the conduct of its business, fix their salaries and prescribe their terms of office and duties, in each case.

(d) Operations and Administration. The Board of Education herein provided for shall have the entire charge and direction of all the public schools and shall have the power to manage the construction and repair of all school buildings, subject to the approval of the Board of Aldermen, shall have control of the expenditure of all moneys appropriated by the City for the support of the same. Said Board of Education shall be subject to all the general duties of boards of education in this State, as far as the same are consistent with the terms hereof. It shall make its own rules and bylaws, keep a journal of its proceedings, define the duties of its officers and committees and prescribe such rules and regulations for discipline in the public schools as are not inconsistent with the Laws of the State. Said Board may divide the school districts into as many sub districts as it may deem advisable for the purpose of determining the limits within which children may attend each school.

(e) Nonresident Pupils. Said Board shall have power, at its discretion, to admit any child resident in any of the several school districts to any elementary, middle or secondary school within said City. The Board of Education may permit residents of other towns or cities to attend schools in the City upon payment of the per capita cost of elementary, middle or secondary schools for the preceding year.

Sec. 8B-3. Acquisition and Holding of Property[294].

The City, upon the recommendation of the Board of Education, shall have power to take sites for school houses, or for the enlargement of sites already acquired, in the manner provided by Law for taking of land for public parks. The Department of Education shall not purchase or contract for the purchase of land for school purposes except when an appropriation for said purposes has been made by the Board of Aldermen.

Sec. 8B-4. Budget Preparation[295].

(a) Submission of Budget and Applicability of Budgetary Procedures. The Board of Education and Department of Education shall submit its Operating and

Capital Budget ("Budget") to the Mayor at the same time as the other Departments of the City and shall be subject to the provisions of this Charter unless otherwise provided by the General Statutes. The Board and Department of Education shall submit said Budget on forms prescribed for all Departments by the Mayor or designee.

(b) Financial Records. The Board of Education and Department of Education may keep fiscal control records convenient for the administration of the public schools and compliance with State and federal requirements; notwithstanding the foregoing, the Board of Education and Department of Education shall provide the Director of Finance with a full and complete record of all financial, budgetary and fiscal transactions of the Board of Education and Department of Education, including, but not limited to, reports as required by Ordinance or the Director of Finance, who shall prescribe the forms, systems and methods to be utilized in this regard.

(c) Efficient Management of Municipal Resources: Reporting Requirements. Unless otherwise prohibited by Law or collective bargaining agreement, the Board of Education and Department of Education shall adhere to and be bound by the provisions of this Charter and the Ordinances, including, but not limited to, the provisions applicable to legal, financial and purchasing matters. Accordingly, the Board of Education and Department of Education shall cooperate with the Mayor to achieve the efficient management of municipal resources, reduce duplication of services and adhere to uniform policies applicable to all Departments.

Sec. 8B-5. Annual Report[296].

The Board of Education shall, annually, on or before the fifteenth (15th) Day of August, transmit to the Mayor a full report of its proceedings during the previous year, together with a statement of its receipts and expenditures, specifying those on account of current expenses, and of special expenses for land and buildings, respectively, with such other details as the Mayor may, from time to time, require.

Sec. 8B-6. School Crossing Guards[297].

The City is empowered to hire as school crossing guards persons receiving pension benefits from the City. Such persons shall not in any way lose their status or benefits as pensioners when so hired. This Charter shall not in any way restrict the hiring of any person otherwise eligible for such employment.

CHAPTER 9. BUDGET

PART A. GENERAL PROVISIONS.

Sec. 9A-1. Fiscal Year[298].

The fiscal year of the City shall be the Uniform Fiscal Year as provided for in the General Statutes and Ordinances conforming thereto.

Sec. 9A-2. No Liability or Expense to be Incurred in Excess of Appropriation[299].

Commented [SGM182]: Item #50 – Proposed Definitions.

Neither the City, nor any department or officer or Board or Commission thereof, shall, except as herein otherwise provided, incur any liability or expense, by contract or otherwise, for which the City shall be responsible, in excess of the appropriations so made by the Board of Aldermen, nor for any object or purpose for which an appropriation has not been made. Moreover, no money shall be expended without an appropriation[300].

Sec. 9A-3. No Public Improvement to be Ordered Without Appropriation[301].

No public improvement of any kind shall be ordered by the Board of Aldermen or other authority having power to authorize the same until an appropriation for such improvement has been duly made and funds to pay for the same have been allotted and set apart for that purpose.

PART B. BUDGETARY PROCEDURES.

Sec. 9B-1 Annual Departmental Budget Estimates.

(a) Authority to Require Departmental, Agency or Office Estimates. The Mayor shall have the power to require the head of every Department, office or agency, including the Board of Education, to submit to the Mayor, or designee, (a) such estimates of revenue and expenditures for the ensuing fiscal year; and (b) any additional information which they possess (including, but not limited to, records, books, accounts, contracts, reports and other papers and documents as specified by the Mayor) all of which, in the judgment of the Mayor, are necessary to discharge the duties imposed upon the Mayor by this Charter.

(b) Submission of Estimates[302]. The head of every Department, office or agency shall submit to the Mayor and Director of the Budget the information required in §9B-1(a), above, at such date as the Mayor shall determine, following consultation with the Director of the Budget and in accordance with such procedures as the Mayor shall establish, estimates of revenue and expenditure for that Department, office or agency[303]. Such estimates shall be submitted upon forms furnished by the Mayor and shall contain all necessary information. The Mayor shall review the estimates and, in preparing the budget, may revise them, except that in the case of the Board of Education, the Mayor

shall have power to revise only the total estimated expenditure unless otherwise permitted by Law.

(1) Required Contents of Estimates: Annual Proposed Plan. The estimates shall set forth the proposed plan for the ensuing year stating the services it plans to deliver and the expenses necessary to deliver these services. A list shall be made of the most important items not included in the budget for financial reasons and the expense for each item not included. It shall list the funded items with lowest priority and that should be considered for budget cuts if such become necessary. The proposed departmental plans are to include the cost to the City of current benefits such as health and life insurance and the cost of future benefits such as pensions and post-retirement medical expense. The Director of the Budget shall provide factors to use in these calculations.

Sec. 9B-2. Submission of the Mayor's Proposed Budget. Public Hearing.

(a) Submission. On or before the first (1st) Day of April of each year, the Mayor shall submit to the Board of Aldermen through the City Clerk:

(1) An annual or current expense budget, hereafter referred to as the budget, which shall be a complete financial plan for the ensuing fiscal year, consisting of the budget proper and the budget message; and,

(2) A capital budget.

(b) Public Hearings[304]**.** The Board of Aldermen shall conduct at least two (2) Public Hearings on the Mayor's proposed budget.

Commented [SGM183]: Action Item #4: Conformity to Definition Provisions (Approved - 04252024).

(1) Submission Hearing: Public Notice. Upon receipt of said budget, the City Clerk shall transmit copies to the Board of Aldermen forthwith ("Submission"). Said Board shall call a Public Hearing on the budget to be held by the Board (or a committee thereof) no less than seven (7) Days nor more than fourteen (14) Days after its Submission. Public Notice of the date, time and place of the Submission Hearing shall be posted in the manner required by the Public Notice provisions set forth §1B-2.B(17) of this Charter, within three (3) Days after the Submission of the budget.

(2) Final Hearing: Public Notice. Said final Public Hearing by the Board shall be held no more than seven (7) nor fewer than three (3) Days prior to adoption of the budget by the Board of Aldermen as set forth in §9B-4(c), below. Public Notice of the date, time and place of the Final Hearing shall be posted in the manner required by the Public Notice provisions set forth §1B-2.B(17) of this charter at least three (3) Days prior to the date of the Final Hearing.

(3) Additional Public Hearings. During the deliberations the Board of Aldermen (or a committee thereof) may hold additional Public Hearings. Public Notice shall be posted in the manner required by the Public Notice provisions set forth §1B-2.B(17) of this Charter and in accordance with the timing requirements as set forth in the General Statutes and in compliance with the requirements of his Charter.

(c) Budget a public record. Both parts of the budget shall be a public record in the Office of the City Clerk and shall be open to public inspection. The budget message shall be printed by the Mayor for general distribution at the time of its submission to the Board of Aldermen, and sufficient copies of the budget proper shall be made available at the same time for the use of the Board of Aldermen and the public.

(d) The Budget Message. The budget message shall contain the recommendations of the Mayor concerning the fiscal policy of the City, a description of the important features of the budget plan, an explanation of all major increases or decreases and changes in budget recommendations as compared with prior years, and a summary of the proposed budget showing comparisons similar to those required in the budget proper, itemized by principal sources of revenue and the main heads of expenditure. Said message should also summarize the City's debt position and include such other material as the Mayor deems desirable.

Sec. 9B-3. Required Contents for Budget Submission.

(a) Scope of Annual General Fund Budget. The budget shall contain:

(1) A general executive summary of its contents set forth in plain language;

(2) An estimate of all revenue cash receipts anticipated from sources other than the tax levy of the ensuing fiscal year. The Board of Aldermen may, by Ordinance, establish criteria that the Mayor must use for estimating cash receipts from sources other than the tax levy;

(3) An estimate of the general fund cash surplus at the end of the current fiscal year or of the deficit to be made up by appropriation;

(4) The estimated expenditures necessary for the operation of the several Departments, offices and agencies of the City;

(5) Debt service requirements for the ensuing fiscal year;

(6) An estimate of the sum required to be raised by the tax levy for the ensuing fiscal year, assuming a rate of current levy year collections not greater than the average rate of collection in the year of levy for the last three (3) completed fiscal years[305]. The Mayor may deviate from said assumed collection average. In the event the Mayor submits a budget containing such a deviation in the rate of collection in excess of (i) the three year average or (ii) a rate of collection of ninety-three (93%) percent, whichever is less, said budget submission shall be accompanied by a certification by the Finance Audit and Review Commission asserting that the assumption is a reasonable estimate upon which the Board of Aldermen may rely; and

(7) A balanced relation between the total estimated expenditures and total anticipated revenue cash receipts, taking into account the estimated general fund cash surplus or deficit at the end of the current fiscal year;

(8) The anticipated income and expense as well as profit and loss for the ensuing year for each utility or other enterprise fund operated by the City.

All estimates shall be in detail showing revenues by sources and expenditures by organization units, activities, character and object. The budget shall be so arranged as to show comparative figures for receipts and expenditures for prior years and the current year as well as the Mayor's recommendations for the ensuing year.

All estimates for expenses to be incurred for benefits, including medical, life insurance, pension, post-retirement life and medical shall be allocated to the Department driving the expense[306].

Commented [SGM184]: Action Item #7 Approved (050124)

(b) Special Revenue Fund Budget. In addition to such data pertaining to the General Fund, the budget submission shall contain complete information regarding funds used to account for proceeds of one or more specific revenue sources (other than special assessments or capital projects) that are generally not controlled by the general fund but rather by grant requirements or specific Ordinances, statutes or other legal requirements. If such funds are set forth in the General Fund budget they shall be specifically designated as "Special Revenue Funds".

(c) Appropriation and Tax Levy Resolutions. Simultaneously with the submission of the budget, the Mayor shall also introduce Resolutions which shall set forth the appropriations and tax levy in mills upon all the ratable estate within the City for the ensuing fiscal year. The appropriation Resolution shall be based on the budget but need not be itemized further than by Departments and the major divisions thereof and by each independent office and agency and by the principal objects of expenditure. Neither of the above Resolutions shall be acted upon until after the adoption of the budget, which shall be adopted by Resolution of the Board of Aldermen. The hearing upon the budget shall be taken to be the hearings upon the appropriation and tax levy Resolutions.

Sec. 9B-4. Budget Deliberations of the Board of Aldermen.

(a) Modifications. After the conclusion of the Public Hearing set forth in §9B-2(b), above, but not later than a date specified by this Charter, the Board of Aldermen may insert new items of expenditures or may increase, decrease or strike out items of expenditure, except that no item of appropriation for debt service and no item of appropriation necessary to fulfill the obligations of the City as determined by the Retirement Board shall be reduced. The Board of Aldermen shall not increase the Mayor's estimates of receipts. It may, however, decrease the amount of the tax levy for the ensuing fiscal year as proposed by the Mayor in proportion to such decrease in the total of expenditures proposed by the Mayor as it may have determined. If it shall increase the total proposed expenditures such increase shall be reflected in full in the tax rate.

(b) Ordinance Establishing the Budget Process. The Board of Aldermen shall specify by Ordinance the pertinent provisions regarding the budget process and deliberations.

(c) Adoption of the Budget. Upon approval, reduction and/or disapproval, of budgetary provisions offered by the Mayor, but not later than midnight of the second (2nd) business day following the first Wednesday after the first (1st) Monday in June[307], the

Board of Aldermen shall adopt, by Resolution, the budget, appropriations and tax levy and transmit such enactments to the Mayor for approval or veto as set forth in §3B-6 of this Charter.

(d) Failure to Adopt a Budget. If the City fails to adopt the appropriate budget Resolutions to be effective on or before the commencement of the fiscal year, the provisions of the General Statutes applicable to expenditures prior to adoption of budgets shall apply. If the General Statutes are silent on the issue, the budget, as adopted in the preceding fiscal year, as adjusted by the amount necessary to meet the funding requirements of pensions and legally and contractually required increases, as certified by the Director of the Budget, shall be deemed to be the budget of the City for the ensuing fiscal year and expenditures shall be made in accordance therewith. The Board of Aldermen shall thereupon adopt the appropriation Resolution and the Resolution making a tax levy in accordance with the budget adopted.

PART C. CAPITAL PROJECTS.

Sec. 9C-1. Capital Budget.

As a part of the budget message or as a separate report attached thereto the Mayor shall present, by Resolution, a program of proposed capital projects for the ensuing fiscal year and for the four (4) fiscal years thereafter. Estimates of the cost of such projects shall be submitted by each Department, office or agency annually in the same manner as estimates of other budgetary requirements are prepared for the Mayor. The Mayor shall recommend to the Board of Aldermen those projects to be undertaken during the ensuing fiscal year and the method of financing the same. The Board of Aldermen may levy annually a tax of not more than two (2) mills to be assessed upon the ratable estate within the City at the same time as the regular annual taxes for City expenses, for the benefit of a fund to be known as "The Capital Improvement Fund" established for the purpose of paying the cost of capital improvements for which the City is authorized by this Charter to issue bonds and for no other purpose. The proceeds of such levy shall be kept by the Director of Finance in a special bank account as may be established. The Board of Aldermen shall have power to transfer from time to time to the capital improvement fund any portion of the general fund cash surplus not otherwise appropriated. Appropriations for construction or other permanent improvements, from whatever source made, shall not lapse until the purpose for which the appropriation was made shall have been accomplished or abandoned, provided any project shall be deemed to have been abandoned if three (3) fiscal years elapse without any expenditure from or encumbrance of the appropriation therefor, provided, at the request of the Mayor, the Board of Aldermen may, at any time by Resolution, transfer any unencumbered balance or portion thereof from one project to another.

PART D. POST-ADOPTION FINANCIAL PROVISIONS[308].

Sec. 9D-1. Transfer, Additional and Lapse of Appropriations during the Fiscal Year.

(a) Transfers of Appropriations[309]**.** The Mayor may at any time propose the transfer of any unencumbered appropriation balance or portion thereof from one

classification of expenditure to another within the same Department, office or agency. At the request of the Mayor, the Board of Aldermen may by Resolution transfer any unencumbered appropriation balance or portion thereof from one Department, office or agency to another, except that no funds may be transferred from the funds appropriated to the Board of Education.

(b) Additional Appropriations[310]**.** Appropriations in addition to those contained in the budget, except for the purpose of meeting a public emergency as may be defined by Ordinance, shall be made only on the recommendation of the Mayor and only if the Director of Finance certifies that there is available general fund cash surplus sufficient to meet such appropriation. Said additional appropriation shall require the affirmative vote of eleven (11) members of the Board of Aldermen. Moreover, the Board of Aldermen, by a majority vote of its members present and voting, may require the Director of Finance to transfer any unexpended balance or part thereof of any specific item of the appropriation of any Department of the City to any other item in the same Department, or any such new item as may be created in the same Department, provided the amount of such new item shall not increase the total appropriations as originally made for such Department.

(c) Appropriations to Lapse at Close of Fiscal Year[311]**.** Any portion of any annual appropriation remaining unexpended and unencumbered at the close of the Fiscal Year shall lapse and shall be credited back into the treasury thirty (30) Days after the expiration of the fiscal year for which it is so made.

Sec. 9D-2. Special Appropriations to Require Special Tax[312]**.**

If a special appropriation shall be required for any purpose in excess of the total appropriations as made under §§9B-3(a)(vi) and 9C-1(a) and (b) of this Charter, an estimate of the same shall be prepared by the Mayor and submitted to the Board of Aldermen at a special Meeting for that purpose, and said Board, at such Meeting, or any adjournment thereof, shall have power to make any such appropriation and to lay a special tax to meet the same; but no such appropriation shall be made unless a special tax shall be laid and ordered collected sufficient to cover the amount appropriated.

Sec. 9D-3. Appropriation of Insurance Loss Proceeds[313]**.**

The City is empowered to make appropriations in the unallocated capital improvement fund, or equivalent designated replacement, at any time against resources derived from insurance proceeds received as a result of damage to any of its property, provided said appropriations shall be made only for the purpose of restoration of the damaged property and, if necessary, for construction and acquisition of replacements for the damaged property. Said appropriations may comprise all or part of the cost of such restoration, construction or acquisition. In the instance of real property, said appropriations may include the cost of any properly-voted relocation thereof. Any provision of §§9A-2 or 9D-1(c) of this Charter or of any other Special or Public Act, conflicting with the provisions of this act, shall not apply to this act.

Commented [SGM185]: CRC review of Aldermanic Recommendations.

Commented [SGM186]: Action Item #5.G Approved (042524)

CHAPTER 10. PUBLIC FUNDS AND FINANCE - BORROWING BY THE CITY

Commented [SGM187]: Action Item #2 (Approved 4/10/2024)

Sec. 10-1. Issuance Authorized[314].

The City shall have the power to incur indebtedness by authorizing the issuance of its bonds and notes for such purposes, upon such terms, form and to such extent as is authorized and permitted by the General Statutes and applicable Special Acts. Said power shall extend to general obligation bonds, bond anticipation notes, temporary notes, grant anticipation notes, tax anticipation notes and other types of special obligations authorized and permitted by the General Statutes and applicable Special Acts (all hereinafter "Bond" or "Notes").

Sec. 10-2. Procedures[315].

(a) Public Finance Ordinance[316]. The Board of Aldermen, by Ordinance, may adopt procedures for the structure, timing and method or manner of the issuance and sale of Bonds and Notes. Said Ordinance may set forth the respective roles and responsibilities of the Mayor and other City officials with respect to debt planning, issuance and management; including, but not limited to their authority to retain consultants for specialized services.

Commented [SGM188]: Action Item #5.H Approved (042524)

(b) Authorization of Bonds and Notes [317]. Unless otherwise provided by the General Statutes or applicable Special Acts, Bonds and Notes shall be authorized by a Resolution approved by the affirmative vote of at least eleven (11) members of the Board of Aldermen, following a Public Hearing held by said Board of Aldermen on Public Notice given at least seven (7) Days before the Meeting, including Sundays and holidays and including the day of publication but not the day of the hearing.

Commented [SGM189]: Action Item #4: Conformity to Definition Provisions (Approved - 04252024).

Said Bond Resolution shall contain an authorization of a stated amount or a stated maximum amount of bonds for a stated capital purpose, which shall be described in brief and general terms. Several purposes, which are similar in character or related to one another, may be combined in a single Resolution. Each authorization of bonds shall be deemed to constitute an appropriation of the proceeds for the purpose or purposes of the issue.

(c) Bond Referendum[318]. No Bonds or Notes so authorized shall be issued or sold for a period of at least thirty (30) Days after Public Notice of such authorization. If within such thirty-day period a petition signed by at least five (5%) percent of the voters of said City (as determined by the last compiled registry) requesting a referendum on such bond issue is presented to the City Clerk, no such Bonds or Notes shall be issued or sold until such referendum is held and a majority of the voters voting thereon approve such sale.

Commented [SGM190]: Action Item #4: Conformity to Definition Provisions (Approved - 04252024).

If the petition is found sufficient, the City Clerk will notify the Aldermen, in writing, which shall either repeal the Bond Resolution or submit it to referendum of the Electors at the next general election or at such earlier date as the Aldermen may determine in accordance with the relevant statutes. Upon the filing of a sufficient petition, the Bond Resolution will remain without effect until the Electors vote on the question as provided above.

Sec. 10-3. Approval of Mayor[319].

Such Bonds shall not be authorized unless in accordance with the provisions of §10-2, above, and approved by the Mayor in accordance with §3B-6 of this Charter.

Sec. 10-4. Short Period of Limitation[320].

When thirty (30) Days shall have elapsed after the passage or, when thirty (30) Days shall have elapsed after the period for bringing a petition on a Bond Resolution subject to referendum and such petition has not been filed, the recitals or statements of fact therein shall be deemed to be true for the purpose of determining the validity of the Bonds, and the Bond Resolution shall be conclusively presumed to have been duly and regularly passed and to comply with the provisions of this Charter, and the validity of such Bond Resolution shall not thereafter be questioned by either a party plaintiff or a party defendant except in a suit, action or proceeding commenced within the time limits of this section.

Sec. 10-5. Capital Purpose. Defined[321].

As used in this Charter, "Capital Purpose" shall mean (1) any public improvement, including new construction, reconstruction, alterations and extraordinary repairs, (2) the acquisition of real property or any interest therein, (3) the making of designs or preliminary studies or surveys relative to any public improvement or improvements, (4) the acquisition and installation of equipment or furnishings, and (5) any other purpose for which the City is authorized by Law to issue Bonds. Bonds may be authorized under this section for a purpose set forth in subdivision (2), (3) or (4) of this section either as an incident to one or more purposes described in subdivision (1) of this section or as an independent purpose, provided Bonds issued for the purpose of subdivision (4) of this section shall be payable not later than the estimated period during which such equipment or furnishings shall be usable[322].

CHAPTER 11. SPECIAL ACT AND HISTORICAL CHARTER PROVISIONS

PART A. PUBLIC WORKS: THE WATER SUPPLY[323]

Sec. 11A-1. Punishment for Offenses regarding Water etc…[324].

Commented [SGM191]: Item #51 – Gender Neutrality.

If any person shall maliciously or willfully divert or corrupt the water collected or conducted in or to any reservoir, cistern, hydrant, conductor, engine or pipe or any portion of the waterworks of the City, or destroy or injure any work, machinery or materials erected, constructed, used or designed to be used within the City or elsewhere, for the purpose of procuring or keeping a supply of water, such person shall forfeit and pay to said City treble damages in any proper action brought by said City; and such person may also be prosecuted criminally for such offense before the Superior Court for the Judicial District of Waterbury and, on conviction thereof, shall be fined not more than Two Hundred ($200.00) Dollars or imprisoned not more than six (6) months or both.

Sec. 11A-2. Water Supply; Uses[325].

(a) The Board of Aldermen shall have all the powers and duties formerly had by the Town or City or by any of its agencies or prescribed by Law and not inconsistent with this Charter, concerning brooks, rivers, springs, ponds, lakes, reservoirs, streams, channels, banks of streams, watercourses, sewerage and land, in the City and outside thereof, and shall have all the rights and powers granted to the court of common council by number 252 of the Special Acts of 1893, as it has been or may be amended, and all contracts made by the City with any corporation, public or private under the authority thereof are ratified, validated and confirmed and declared to be of full force and effect, and the titles to any lands or easements or other property acquired thereunder are likewise ratified, validated and confirmed.

(b) The Mayor, with the consent of eleven (11) members of the Board of Aldermen, is empowered to contract and agree on behalf of the City, upon such terms as the Mayor and Board of Aldermen may deem advisable, with any electric power company, incorporated and doing business in this State, in such manner and form as will enable such power company to develop electrical energy by water power from any surplus waters which may exist in any present or future reservoir or reservoirs of said City. The term "surplus water", as used herein, shall be construed to mean such water impounded in or escaping from such reservoir or reservoirs as is not actually needed by the City for the public use and convenience of the inhabitants. All water so used for the purpose of developing electrical energy shall be returned to the stream from which taken. The Mayor, with the consent of eleven (11) members of the Board of Aldermen of the City, is empowered to contract to lease any land owned by the City to such electrical power company for such length of time and on such terms as may be agreed upon for the location thereon of power houses, conduits and transmission lines and for such other purposes as may be necessary or convenient for the creation, development or transmission of electrical energy developed from such surplus water by the power company contracting for its use.

(c) The City is empowered, by its Mayor and a majority of the Board of Aldermen present and voting, to contract to supply water for domestic purposes and fire protection to any municipality, borough or fire district, through which, or contiguous to

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which, the water supply mains of said City are or shall, be laid, or in which its reservoir or reservoirs are located, or may contract to supply water for domestic purposes and fire protection to any private company, chartered for the purpose of supplying water to such municipality, borough or fire district, on such terms and rates as shall be just and equitable to the contracting parties.

Sec. 11A-3. Authorization Regarding the Water Supply[326].

(a) That the Board of Aldermen, in addition to the powers heretofore granted, is hereby authorized and empowered to take and convey from any or all brooks, rivers, springs, ponds, lakes, and reservoirs within the limits of the County of New Haven or of the County of Litchfield, such supply of water as the necessities or convenience of the inhabitants of said City may require. (Partially repealed by §§11A-4 and -5, below)

(b) The Board of Aldermen is hereby empowered, and it shall be its duty, by committee or otherwise, to ascertain feasible place for the introduction and proper distribution of water in and through the Town and City of Waterbury, and into and through other towns, cities, villages, and boroughs as may be found by said court convenient and expedient; to employ engineers, surveyors, others with reference thereto; to estimate the probable cost of carrying its plans into execution; to make contracts with the proprietors of estate, real, personal, or mixed, or of any franchise, right, or privilege which shall be required for the purpose.

(c) Whenever any plan shall be agreed upon by said Board of Aldermen, the said Board shall thereupon immediately be empowered to take and hold for and in behalf of the City any lands or other estate necessary, situated in New Haven County or in Litchfield County, for the construction of any dams, canals, aqueducts, reservoirs, pipe lines, or other work for conveying or containing water, or for the erection and construction of any buildings or machinery, or for laying pipes or conductors for conveying water from either of said counties, or from any town in either of said counties, into or through said Town and City of Waterbury, or into or through any other town or city, village or borough, or to secure and maintain portion of the waterworks aforesaid; and in general, to do any of the acts necessary or convenient for accomplishing the purposes contemplated by the act authorizing this provision of the Charter, and to distribute said water through said Town and City of Waterbury and elsewhere, as may be determined by the Board of Aldermen of said City; to establish hydrants; to prosecute or defend any action against any person or corporation for the breach of any contract, or the violation of any obligation or duty relating to said waterworks or the management of the same, or the distribution of the water, or for money due for the use of the water, or for any injury or trespass, or nuisance affecting the water, machinery, pipes, building apparatus, or other things pertaining to said waterworks, or for any improper use of the water or any wasting thereof, or upon any contract or promise made by said Board of Aldermen or with their predecessors or successors.

(d) Said Board of Aldermen is hereby authorized to enter in or upon any land or water for the purpose of making surveys, and to agree with the owner or owners of any property or franchise which may be required for the purpose of the act authorizing this provision of the Charter as to the amount of compensation to be paid to such owner or owners. And in case of disagreement between said Board and any owner or owners as to such compensation, or as to the amount of damages which ought to be awarded to any person or persons or corporation claiming to be injured in their estate by the doings of the

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Board of Aldermen, or in case such property is under the supervision of a conservator or the owner is otherwise incapable of owning such property or absent from this State, or unknown, or the owner of a contingent or uncertain interest, any judge of the Superior Court may, on application of either party, cause such Notice to be given of such application as such judge shall see fit to prescribe, and after proof thereof shall appoint three (3) disinterested persons, or shall examine such property so to be taken, injured, or damaged by the doings of the Board of Aldermen; and they being sworn to a faithful discharge of duties shall estimate the amount of compensation which said owners shall receive, and report the same in writing to the clerk of the Superior Court for the Judicial District of Waterbury, to be recorded by said clerk. Said judge may confirm the doings of said appraisers; and upon the payment to the individual or corporation of the amount of damages so ascertained as aforesaid, or the deposit thereof in the treasury of said City, the Board of Aldermen may proceed with the construction of said works. And several persons or corporations or owners of different rights of property or franchises may be made parties and embraced in the same application, their respective interests or rights being therein described.

Commented [SGM195]: Action Item #1.E (Approved 4/3/2024)

(e) The Board of Aldermen shall also be empowered to make use of ground or soil under any road, railroad, highway, street, private way, lane, or alley, within any of the towns of Litchfield or New Haven Counties for the purpose of constructing the work contemplated by this Charter, but shall in all cases cause the surface of such road, railroad, highway, street, private way, lane, or alley to be restored to its usual conditions, and damages done thereon to be appraised, and all damages sustained by any person or corporation in consequence of the interruption of travel to be paid to such person or corporation.

(f) All acts and parts of acts inconsistent herewith are hereby repealed.

Sec. 11A-4. Amending Authorization to Increase Water Supply[327].

The waters of Bantam Lake in Litchfield County and the waters of its tributaries be and they are hereby excepted and exempted from the provision of the Resolution authorizing the City to increase its water supply.

Sec. 11A-5. Amendment to Authorization to Increase Water Supply[328].

The Resolution amending a Resolution authorizing the City to increase its water supply, approved July 20, 1909, is amended to read as follows: the waters of Bantam Lake in Litchfield County and the waters of its tributaries and the waters of the Naugatuck River northerly of the southerly borough line of the Borough of Torrington are excepted and exempted from the provisions of the Resolution authorizing the City to increase its water supply approved April 25, 1893.

Sec. 11A-6. Validation Act regarding Water Supply[329].

All acts done and proceedings taken by the City and its Board of Aldermen in conformity with the provisions of number 252 of the Special Acts of 1893, and the titles to any and all lands, interests therein, and/or easements or other property acquired thereunder, are validated, ratified and confirmed. Nothing herein shall be deemed to

repeal or alter the provisions of number 344 of the Special Acts of 1909, or of number 101 of the Special Acts of 1919, or of number 391 of the Special Acts of 1921, or shall invalidate, alter or in any way change the terms or conditions of any existing contract between the City and any town or corporation, public or private, in regard to the taking of water, the use of the same, the regulation of the flow in any stream or the construction of dams, or in any other particular.

Sec. 11A-7. Amendment regarding Water Supply System[330].

(§11A-2(b) and (c), above, substantially superseded this section.)

The Mayor of the City, with the consent of eleven (11) members of the Board of Aldermen of said City, is authorized and empowered to contract and agree on behalf of the said City, upon such terms as the Mayor and Board of Aldermen may deem proper, with any electric power company, incorporated and doing business in the State of Connecticut, in such manner and form as will enable the said power company to develop electrical energy by water power from any surplus waters which may at any time exist in any present or future reservoir or reservoirs of the said City. The term "surplus water", as used in this Charter, shall be construed to mean such water impounded in or escaping from such reservoir or reservoirs as is not actually needed by the said City for the proper and necessary public use and convenience of the inhabitants. All water so used for the purpose of developing electrical energy shall be returned to the stream from which taken. The Mayor, with the consent of eleven (11) members of the Board of Aldermen of said City, is authorized and empowered to contract to lease any land owned by said City to such electrical power company for such length of time and on such terms as may be agreed upon for the location thereon of power houses, conduits and transmission lines, and for such other purposes as may be necessary or convenient for the creation, development and transmission of electrical energy developed from such surplus water by the power company contracting for its use. The City is authorized and empowered, by its Mayor and a majority vote of the Board of Aldermen present and voting, to contract to supply water for domestic purposes and fire protection to any municipality, borough or fire district, through which, or contiguous to which the water supply mains of said City are or shall be laid, or in which its reservoir or reservoirs are located, or may contract to supply water for domestic purposes and fire protection to any private company, chartered for the purpose of supplying water to such municipality, borough or fire district on such terms and rates as shall be just and equitable to the contracting parties.

Commented [SGM196]: CRC review of Aldermanic Recommendations.

PART B. PUBLIC WORKS: CITY STREETS[331]

Sec. 11B-1. Individuals May Not Lay Out Streets[332].

No person, company, or corporation shall lay out any street or highway within the limits of the City less than three rods in width, unless with the prior approval of the Board of Aldermen. No street or highway shall be open to the public until the grade, layout, location, width and improvement of such street or highway shall have received the approval of the Board of Aldermen of the City nor until such approval shall have been filed in the office of the Town Clerk. The Town Clerk shall not receive or place on file any map of any such new street or streets, highway or highways or any map of land showing such new highway or street until said Town Clerk shall have received a certificate signed by the Mayor, stating that such new layout has been duly approved by the Board of Aldermen. In case any new street or highway shall be laid out in violation of the provisions

of this section, such street or highway shall be immediately closed by the Superintendent of Streets and shall be kept closed until such time as the grade, layout, location, width and improvement of such street or highway shall have received the approval herein provided for. Any person, company or corporation violating the provisions of this section shall be fined Twenty-Five ($25.00) Dollars for each Day such street or highway shall remain open. No water main, sewer or street lights or other public improvement shall be installed in any street or highway hereafter not laid out in conformity with the provisions hereof. The City shall not be liable for any damages sustained upon, or by reason of, any street or highway that shall hereafter be opened unless the same shall have been laid out as herein provided and accepted by the City.

Commented [SGM197]: Item #51 – Gender Neutrality.

Sec. 11B-2. Property Owners to Clear Sidewalks of Snow and Ice[333].

The duty of keeping sidewalks within the City free from snow and ice shall remain upon adjoining property owners. If any such owner shall neglect or refuse to remove snow, ice or sleet from the sidewalk adjacent to the land of the property owner, in the manner required by Ordinance, the Superintendent of Streets shall, at the expense of the City, perform the things required by such Ordinance, and the expense so incurred shall, from the time the Superintendent begins to act and make expense in the premises, be and continue a lien in favor of the City upon such land. Such amount may also be recovered in an action in the name of the City.

Commented [SGM198]: Item #51 – Gender Neutrality.

Sec. 11B-3. Construction and Use of Electric Wire Conduits; Appeals[334].

The City shall have authority, through its Department of Public Works, to build, construct and maintain conduits with manholes and ventilating shafts and all other appurtenances pertaining to conduits, for telephone, telegraph, fire alarm, electric light and all other electric wires except those of street railway corporations, used or to be used in the City in and through the streets and highways of the City, and to require all persons or corporations engaged in the use or distribution of electricity, including telegraph, telephone and electric light companies, to place their wires within such conduits, and to pay a reasonable rental therefor, to be determined by said Department of Public Works upon the following basis: A reasonable rental based upon the cost of construction and the creation and maintenance of a sinking fund for the repair, maintenance and cost of conduits, manholes, ventilating shafts and appurtenances, and the sum charged shall be apportioned among the users of such conduits according to the number of ducts occupied therein by the persons or corporations owning or using the same. When the amount to be charged to any person or corporation by way of annual or other rental shall have been determined by said Department of Public Works, written Notice thereof, signed by the City Clerk, shall be given to such person or corporation and, if such person or corporation shall claim to be aggrieved by such determination of such sum so to be charged for the use of the conduit, such person or corporation within thirty (30) Days after Notice of such determination of the same, may appeal by petition to the Department of Public Utilities Control for a re-estimate of such sum ordered to be paid by it. As many of the parties interested in such matter as choose to do so may join in such appeal and when separate appeals shall be taken by different parties concerning such estimate of the sum to be charged for the use of such conduits, all of such appeals shall be heard and tried as one cause. Such appeal shall be by a suitable petition in writing, setting forth the action of said Department of Public Works and asking for a re-estimate of the sum to be charged for the use of such conduit, with a citation attached thereto, signed by any authority

authorized to sign writs, returnable before the Department of Public Utilities Control at ten o'clock a.m., two (2) weeks from the date of such petition, and such citation shall be served upon the Clerk of the City at least six (6) Days before the return day thereof. If, upon hearing such appeal, the Department of Public Utilities Control shall find cause to alter such estimate, it shall proceed to re-estimate the sum which shall be charged the appellant or appellants for the use of such conduits and such re-estimate shall be binding upon the City and upon the appellant or appellants. Any person or corporation aggrieved by any order, authorization or decision of the Commission in any matter to which said person or corporation was or ought to have been made a party, may appeal therefrom to the Superior Court within fifteen (15) Days after the filing of such order, authorization or decision and such appeal shall be in accordance with C.G.S. §§16-35 to 16-39, and said sections shall apply in all respects as in cases provided for therein. The sum to be charged for the use of such conduits, upon the application of any person or corporation owning or using wires therein shall be re-estimated as of the first (1st) Day of January in each year. Any person or corporation having the right to put wires in such conduits, may put the same therein at any time, without charge, until the first (1st) Day of January of the ensuing year.

Commented [SGM199]: Item #51 – Gender Neutrality.

Sec. 11B-4. Private Conduits May Continue in Use or Be Taken by City[335].

Any corporation having, at the date of the passage of the act authorizing this provision of the Charter, any conduit or conduits for the use of its wires within any of the streets of the City shall either be permitted to make such use of such conduits as it may have at said date or be entitled, at the option of the City, to receive full compensation for such conduits, which shall thereupon become the property of the City. In the event of any disagreement between such corporation and the City as to the price to be paid by the City for such conduits, the City may take such conduits by condemnation in the manner provided by its Charter for the taking of land for public purposes.

PART C. PUBLIC WORKS: CITY SEWERS[336]

Sec. 11C-1. Assessment for Construction of Sanitary Sewers[337].

Except as hereinafter provided, whenever a sewer shall have been constructed in any street of the City and shall be ready for use, the Board of Commissioners of Public Works shall cause Notice to be given to the owners or persons in possession of all property subject to assessment to appear before it to be heard relative to the assessment therefor, and shall thereupon assess the prevailing lineal front-foot rate set by the Board of Aldermen pursuant to §11C-2 of this Charter upon all property abutting upon such sewer and not abutting upon any sewer if drained by it and not otherwise assessed, describing each piece or specifying the amount assessed thereon; however, no assessment shall be made against any property in excess of the special benefit to accrue to such property; provided, property situated on a corner at the intersection of two (2) or more streets, belonging to the same owner, shall not be assessed upon its total frontage on all streets abutting the property, but shall be exempt therefrom upon its frontage on one of such streets not exceeding seventy-five (75') feet after sewers have been installed on all streets abutting the property except as hereinafter provided; for property situated on a corner at the intersection of two or more streets, belonging to the same owner, and having a total frontage of not less than one hundred and twenty-five (125') feet, when the exemption will not be seventy-five (75') feet after sewers are installed on all streets

abutting the property, because the foot frontage of the property to be assessed for the sewer last installed is less than seventy-five (75') feet, an exemption equal to the difference between seventy-five (75) and the foot frontage of the property less than seventy-five (75') feet shall be granted when the sewer assessment is levied on the street with the larger frontage. It is further provided for property situated on a corner at the intersection of two or more streets, belonging to the same owner, having a total frontage of less than one hundred and twenty-five (125') feet and the smaller frontage being less than fifty (50') feet, an exemption equal to the difference between fifty (50') feet and the smaller foot frontage shall be granted when the sewer assessment is levied on the street with the larger frontage; provided that no assessment shall be for less than fifty (50') feet if there is a total frontage of the property of fifty (50') feet or more, but if the total frontage is less than fifty (50') feet then the assessment shall be levied on the total frontage; and property lying between parallel, or nearly parallel, streets fronting on both such streets, shall, if belonging to the same owner, be exempt from assessment upon the street with the smaller assessment if both sewers are installed simultaneously or within one year of each other, until such time as use is made of the exempted sewer. If sewers are installed on parallel, or nearly parallel, streets and that property in question between those two sewers already is making use of the older installation there is to be an exemption from assessment, if the property owner neither requested nor had use for such installation, until use is made of the exempted sewer; and property covered by ponds or streams having a width of not less than fifteen (15') feet frontage on any such street, so long as it shall be so covered by such ponds or streams, and property belonging to any ecclesiastical society used for a church, and property belonging to any railroad company and used exclusively for its tracks, and property used as a cemetery, shall be exempt. Whenever a sewer shall have been constructed in any public street or private road within the City and shall not have been constructed by the City, if such sewer shall be connected with the sewage disposal system of the City and made a part thereof, the Board of Commissioners of Public Works shall make an assessment as aforesaid but shall credit to each assessment an allowance not exceeding one-half the actual value of the sewer so connected situated in the street in front of the property so assessed.

Sec. 11C-2. Establishment of Assessment Rates[338].

The Board of Aldermen shall, from time to time, establish by Ordinance a standard lineal front foot assessment rate for sanitary sewers as prescribed by §11C-1 of this Charter. Said standard lineal front foot assessment rate shall be determined so as to conform with the average then-prevailing installation costs for sanitary sewers in the City. Said average installation costs are to be determined by the Board of Commissioners of Public Works, and with not less than two-thirds of the average installation costs to be assessed to the parcels of land benefited by said sanitary sewers. Said average installation costs shall include, but not be limited to, such costs for excavation, sewer pipe, and materials; gravel, sand and stone fill; and grading work but not to include costs for rights-of way, pumping stations, and trunk connections.

There exists in the City established parcels of land which have through the general real property tax contributed toward the defrayment of costs of construction and installation of sanitary sewers, and yet have not themselves benefited by said sanitary sewers. For said reason, the Board of Aldermen may establish by Ordinance a special lineal front foot assessment rate for said parcels of land if, as of January 1, 1974, there was on file in the records of the Town Clerk's office, City Plan Commission, or City Engineering Department a map, plan, or drawing concerning a parcel of land which either

(a) is situated on, and abuts, a street of record (i.e., an accepted street, an approved street, or a paper street), or (b) is shown and delineated on a subdivision plan approved by the City Plan Commission; and if as of November 4, 1975, said parcel of land was not being serviced by a sanitary sewer in the street which abuts said parcel, and to which street said parcel drains; and if, at any time subsequent to November 4, 1975, the Board of Commissioners of Public Works causes said sanitary sewer to be constructed in said street.

Said special lineal front foot assessment rate for said established areas as herein defined shall be at a rate lower than the standard lineal front foot assessment rate as previously defined and shall be a fair and reasonable compensation for the benefits accrued because of said sanitary sewers and shall reflect the consideration of the previous tax burden without benefit of said sanitary sewers.

Sec. 11C-3. When Sewer Assessment Payable; Penalty for Nonpayment[339].

Commented [SGM200]: Action Item #4: Conformity to Definition Provisions (Approved - 04252024).

The Department of Public Works may cause the above-mentioned Notices to be given and make the assessment as soon as the contract shall be entered into for the construction of any sewer; but, if any assessment shall be made before the sewer shall be completed, such assessment shall not be due and payable until such sewer shall be completed and ready for use. Notice of any assessment for sewers shall be posted in accordance with the Public Notice provisions of this Charter, including one (1) time in a newspaper having a circulation in the City, if any or, if there is no such newspaper, as may be otherwise required by this Charter, within one (1) week after the adoption of such assessment by said Department of Public Works, and such assessment shall become due and payable in two equal installments. The first payment shall be due and payable within one hundred and fifty (150) Days following the final day of the publication of such Notice, provided such sewer shall be ready for use. The second payment shall become due and payable one hundred and fifty (150) Days later. If any taxpayer shall fail to pay the first installment within one hundred and fifty (150) Days after the same shall become due, the whole amount of such assessment shall forthwith become due and payable and interest at the rate of six (6%) percent per annum shall be added from the assessment date, so long as such assessment shall remain unpaid; but the Board of Aldermen shall have power to abate such interest in favor of any person whom it shall find to be too poor to pay the same. All persons paying the second installment of such assessment before the end of the first installment period shall receive a rebate, for the time such payment was made in advance, at the rate of four (4%) percent per annum, provided the first installment of such assessment shall be fully paid when due. The provisions of this section shall apply to all assessments made subsequent to January 1, 1939.

PART D. PARKS AND RECREATION[340]

Sec. 11D-1. Board to Acquire, Improve, Manage and Control Park Property[341].

The Board of Park Commissioners shall have the care, management and control of all parks and grounds used for park purposes and of all playgrounds and athletic fields located therein, of all boulevards connecting parks and structures thereon and of parkways, owned by or in the control of the City, within or without the corporate limits of the City, with all equipment and paraphernalia belonging thereto, and may give proper designating names thereto. The Board shall have power to acquire, and the City to hold,

property, whether within or without the corporate limits of the City, for the purpose of establishing public parks and public squares or the enlarging of existing parks or for boulevards connecting parks or parkways, by condemnation or by contract for the same; to accept conveyances thereof; to receive gifts, donations or devises of land or other property for park purposes; to lay out and to improve with walks, drives and roads; to build necessary culverts and bridges and to drain, plant and otherwise at its discretion to improve and adorn, the parks and other property thus held or acquired by said Board and to erect such buildings as may be needed for the purposes of administration or for the use, protection and refreshment of the public; provided in no case shall any expenditure be made in excess of the amount previously appropriated. Said Board shall not be compelled to accept any gift or offer of land which, in its judgment, is unsuited to park purposes or the improvement of which would entail an injudicious outlay.

Sec. 11D-2. Grants and Devises of Property for Park Purposes[342].

Real and personal property may be granted, bequeathed, devised or conveyed to the City, for the purpose of the improvement or ornamentation of said parks or approaches or for the establishment or maintenance therein of museums, zoological or other gardens, collections of natural history, observatories, monuments, statues or fountains or other works of art, upon such trusts and conditions as may be prescribed by the grantors or devisors thereof, and accepted by the Board of Aldermen. All property so devised, granted, bequeathed or conveyed, and the rents, issues, profits and income thereof shall be subject to the exclusive management, direction and control of said Board of Park Commissioners.

Sec. 11D-3. Establishment of Boulevards and Parkways[343].

The Board of Park Commissioners shall have power to connect any public park under its control with any other park over which it has jurisdiction, by a boulevard or parkway; and, whenever in its judgment it is necessary, it may designate as such any existing highway, or part thereof, which shall thereupon be deemed a part of such parkway; but the same shall remain under the control of the City authorities having jurisdiction thereof at the date of the passage of the act authorizing this provision of the Charter.

Sec. 11D-4. Location of Pipes and Wires in Parks[344].

The Board of Park Commissioners shall have sole power to determine the places in said parks and parkways, and in other property under its control, where sewers, gas and water pipes shall be laid; and no trench for such purposes shall be opened until the Commissioners shall have designated the location of the same and given permission in writing. No telegraph, telephone or electric wires, or other wires, or posts or supports therefor, shall be erected in, upon, through or over said parks or parkways, without the consent in writing of said Board, which shall designate the place and the manner of erecting and maintaining the same, to be altered at such time and in such manner and under such conditions as said Board may deem best.

Sec. 11D-5. Issuance and Enforcement of Regulations[345].

Said Board shall have power to make and alter, from time to time, all needful rules and regulations for the maintenance of order, safety and decency in said parks, both within and without the limits of the City, and to affix penalties for disobedience thereto, which rules and regulations shall have the force of the Ordinances, provided no such rule or regulation shall be of any effect unless it shall have been first approved by the Board of Aldermen and then published in full in one or more of the daily newspapers published in Waterbury and also printed and posted in conspicuous places within the limits of the property to which such regulation is intended to apply. For the purpose of enforcing such rules and regulations, all such parks and property, whether within or without the limits of the City, are placed under the police jurisdiction of the City, and complaints for the violation of such regulations may be made by the State's Attorney for the Judicial District of Waterbury covering the same geographical area. Any member of the Police Department may arrest, without warrant, in any of such parks or places, whether within or without the limits of the City, any person who has broken any park rule or committed any other offense in such park; and the Superior Court for the Judicial District of Waterbury shall have jurisdiction of all misdemeanors committed within the limits of such parks.

PART E. MICELLANEOUS ISSUES

Sec. 11E-1. Group Insurance Policies for Employees[346].

The City is authorized to purchase group insurance policies providing for hospital, surgical, medical and life insurance from insurance companies or hospital service corporations and medical service corporations for the benefit of its employees, pensioners and officials, and to make appropriations therefor. Said benefits may be in addition to the present rates of pay or pension payments heretofore, presently or in the future paid to said employees, officials or pensioners.

PART F. PUBLIC MONEYS[347]

Sec. 11F-1. General Fund[348].

Commented [SGM201]: Item #50 – Proposed Definitions.

Except for such special funds as are provided for by this Charter or otherwise provided for by the Special Acts concerning bond issues, there shall be but one fund, which shall be known as the general fund. No special fund shall be created or be maintained to be supported in whole or in part directly by general taxation, but all the proceeds of any taxes levied against property in general shall accrue to the general fund, and all contributions of the City to sinking funds and other special funds, except as expressly provided herein, shall be made through appropriations from the general fund. Expenditures may be made from said fund under appropriations in accordance with this Charter by transfer to any special fund or otherwise, for any and all purposes for which moneys of the City may be expended.

Sec. 11F-2. Redevelopment Fund[349].

Commented [SGM202]: Item #50 – Proposed Definitions.

The Director of Finance may recommend to the Board of Aldermen of said City the establishment of a redevelopment fund, which fund shall become legally established for the purposes hereinafter described if its creation is approved by the affirmative vote of eleven (11) members of said Board of Aldermen. Said fund shall be distinct and separate

from any other fund of the City and shall be used for the purpose of carrying out any redevelopment activities which the City, through its redevelopment agency, may undertake pursuant to Chapter 135 of the General Statutes, as amended. Said fund shall comprise all the current resources, fixed assets, and liabilities including funded debt, the proceeds of any bond issues and any permanent improvements. All revenues, grants and proceeds of any loans arising from or through redevelopment activities shall accrue to the fund if created and all receipts from nonrevenue sources in connection with said activities shall be paid into this fund. All expenses of operation or maintenance, capital outlays, interest on, and retirement of funded debt, of such redevelopment activities shall be paid from this fund under appropriations in accordance with the provisions relating to the contracting of liabilities as they may appear in this Charter. Any cash deficit that may occur in this fund shall be made good by mandatory appropriation from the general fund in the amount of such actual cash deficit. The City, through action of its Board of Aldermen, may issue bonds for the purpose of redevelopment activities as described in Chapter 135 of the General Statutes, as amended. Said issuances shall be made in accordance with this Charter or statutory provisions governing the creation of debt, except for those Charter provisions which may require specific authorization from the state legislature before bonds are issued or money derived from bond issues expended. If said bonds are payable solely from the income and revenues of redevelopment projects, including federal contributions, such bonds shall not be included in computing the aggregate indebtedness of the City. Any provisions of the General Statutes or this Charter in conflict herewith shall not be applicable to the redevelopment fund.

Sec. 11F-3. Revolving Working Capital Funds[350].

Revolving working capital funds may be established by appropriation made within the general fund or any special fund, for financing the operation of any cafeteria, refectory, recreation center, refreshment booth or other similarly operated commercial enterprise. Receipts from the operation of any such activity so financed shall be credited to the working capital fund so provided. Such receipts, together with the original appropriation therefor, may be expended and re-expended for the purposes of the revolving working capital fund without specific appropriations within such working capital funds. Separate bank accounts carried in the name of the City may be maintained and drawn upon in accordance with such rules as the Director of Finance may prescribe in connection therewith. Statements of each calendar month's financial activities of such working capital funds so established shall be submitted to the Director of Finance by the Board or Commission or Department Head charged with the custody of said revolving funds. Such funds once established may be continued, within the discretion of the Board of Aldermen, for such time as the purposes for which the fund was established, continue to exist.

Sec. 11F-4. Sidewalk Construction Fund[351].

A revolving working capital fund known as the sidewalk construction fund is hereby created and shall consist of all the assets, liabilities and resources of the sidewalk construction fund now being maintained, and as set forth on the City's books as of June 30, 1945. The receipts and resources of this fund may be expended and re-expended for the construction and repair of sidewalks, in accordance with appropriations established by the Board of Aldermen for these purposes.

Sec. 11F-5. Street Improvement Fund; Special Assessments; Assessment Procedure[352].

(a) The City may, upon recommendation of the Mayor and approval of the Board of Aldermen, establish a revolving working capital fund to be known as the street improvement fund. Said fund shall be separate and distinct from all other funds of the City. It shall be comprised of the revenues derived from street assessments, for the laying out and grading of streets and assessments derived from storm water drains, as well as assessments derived from sidewalk construction. The projects to be `charged against said fund may be financed by the issuance of bonds in the manner prescribed by number 333 of the Special Acts of 1961, as such act may be amended from time to time, provided, in the case of bonds issued for the purposes of street improvements, it shall only be necessary for the Board of Commissioners of Public Works to certify to the Board of Aldermen the amount needed for such street improvements and any list of projects contained in such certification may be amended from time to time upon recommendation of the Board of Aldermen and approval of such recommendation by the affirmative vote of eleven (11)members of the Board of Aldermen. It shall be necessary to specify in the preparation the amounts to be derived from sources other than the bond issue unless it is certified by the Department Head having the subject matter in charge that such amounts cannot be reasonably estimated.

(b) The proceeds of the special assessments accruing to said fund may be paid over to the general fund for debt service in connection with such street improvements.

(c) All street, sidewalk and storm water drain assessments regardless of other statutory provisions may be assessed and levied in such manner by the Board of Commissioners of Public Works, upon approval of the Board of Aldermen, as to become payable over a period of ten (10) years in approximately equal annual installments from the date of the levy, without any interest charge to the person, firm or corporation assessed, provided any person, firm or corporation which becomes delinquent on any annual payment shall be charged interest at the statutory rate for all succeeding payments from the date of the delinquency.

Sec. 11F-6. Water Fund[353].

(a) A water fund is established, which shall be maintained separate and distinct from any other fund of the City. This fund shall comprise all the resources and liabilities of the water system, including permanent improvements and the funded debt incurred for the purposes of the water system. All revenues from operations of the water system shall accrue, and all receipts therefrom and from nonrevenue sources in connection with the water system shall be paid, to the fund. All expenses of operation and maintenance, the cost of permanent improvements and interest on and retirement of funded debt of the system, shall be paid therefrom under appropriations, in accordance with this Charter.

(b) Any cash deficit that may occur in this fund shall be made good by mandatory appropriation from the general fund hereunder of the amount of such deficit, and the rate of tax necessary to be levied therefor shall be shown on each tax bill rendered.

Sec. 11F-7. Bonds for Capital Outlay Projects[354].

Bonds authorized for each capital outlay project, and the proceeds thereof, shall be segregated in a special bond fund designated by the title of the project, and the cash balance thereof shall at all times be maintained intact until disbursed under appropriations for the purpose or purposes for which the bonds were issued, except that any unexpended balance not required for such purposes may, upon appropriation therefor, be applied to the redemption of funded debt or be transferred to the sinking fund.

Sec. 11F-8. Special Sewer Fund[355].

All sewer assessments levied as herein provided shall, when collected, be paid into the "special sewer fund" of said City for the construction, support and maintenance of the entire sewer system of the City. All moneys collected from assessments laid for the construction of sewers in the City, together with all the other sums that may be legally added thereto, are constituted a special fund, and shall be known as the "special sewer fund." Such sums as have been heretofore appropriated for said purposes, and not expended, shall become part of said fund. The unexpended balance in said fund shall not be returned to the treasury at the expiration of the fiscal year, but shall be retained as part of and for the purposes of the special sewer fund. Any appropriations made by the Board of Aldermen for said purpose shall form and become a part of said special sewer fund. The special sewer fund shall be used by the Board of Aldermen and by the Board of Commissioners of Public Works for the purposes hereinbefore mentioned.

Sec. 11F-9. Creation of a Capital Revolving Fund for Waterbury[356].

(a) Creation of Fund. There is hereby created a capital revolving fund for the City. This fund shall be separate and distinct from all other funds of the City.

(b) Resources of Fund. Whenever any real property of the City shall be sold or conveyed, the proceeds of such sale or conveyance shall be deposited in this fund. This provision shall not be applicable either to sales of property under the jurisdiction and control of the Park Department or sale of property acquired by foreclosure for unpaid taxes and assessments. All resources of this fund may be invested in the manner provided by Law for investment of idle general funds. Income from such investments shall accrue to this fund. Sales of personal property exclusive of trading allowances on equipment, in excess of One Thousand ($1,000.00) Dollars each shall be deposited herein in the manner and with the exceptions provided for sales of real property. The proceeds from the sale of water utility property shall at all times be set forth separately within this fund and no appropriations against such proceeds shall be made except for water utility purposes.

(c) Appropriations. From time to time appropriations may be made from this fund for capital outlays including equipment. Such appropriations for equipment shall be limited to the amount of unused proceeds within the fund derived from the sale of personal property. Appropriations may be made upon recommendation of the Mayor and approval thereof by the Board of Aldermen. Such appropriations may be supplementary to any other appropriations for the same purpose in any other fund.

Sec. 11F-10. Creation of a Park Department Capital Improvement Fund[357].

The Mayor may recommend to the Board of Aldermen the establishment of a Park Department Capital Improvement Fund. Said fund shall be separate and distinct from any other fund of the City and shall be used for the purpose of segregating any money received for the sale or condemnation of any Park Department property, real or personal. The proceeds received from such sales may be used for the purpose of relocating, equipping, acquiring or developing park properties at any time leased or owned by said City, or any combination of such purposes.

Sec. 11F-11. Penalty for Failure to Account for City Money[358].

Each officer or agent of the City, or other person, who shall receive or have in their hands any money belonging to the City, shall, daily, unless otherwise provided, pay into the City treasury, and shall cause to be delivered to the Director of Finance and the Director of the Budget, a receipt therefor. If such officer, agent or other person shall fail to pay into the City treasury any money so received, or fail to cause such receipts to be delivered to said Director of Finance and Director of the Budget for more than two (2) Days after the money shall have been received by him, such officer, agent or other person shall be subject to dismissal.

PART G. RESERVATION OF RIGHTS

Sec. 11G. Reservation of Rights

The City's right to exercise the powers enumerated in these Special Acts and Historical Charter Provisions, including but not limited to §11A-1, §11A-2, §11A-3, §11A-4, §11A-5, §11A-6, §11A-7, §11C-1, §11C-2, §11C-3, shall be in addition to or in the alternative to its right to exercise any and all powers conferred upon it by Law, including constitutions, statutes and regulations.

CHAPTER 12. MISCELLANEOUS AND TRANSITION PROVISIONS[359]

Sec. 12-1. Present Ordinances and Rules Effective.

The Ordinances of the City and all rules, regulations and orders legally made by any Department, Board or Commission or officer of the City, in force at the effective date of this amended Charter and not inconsistent herewith, shall remain in force until amended, repealed or superseded as provided herein.

Sec. 12-2. Constitutionality.

In case any portion of this Charter shall at any time be found to be unconstitutional such finding shall not affect the remainder thereof, but as to such remainder this Charter shall remain in full force and effect until amended or repealed.

Sec. 12-3. Effective Dates of the Provisions of this Charter.

Unless otherwise and specifically set forth in this Charter, the provisions of this amended Charter shall take effect on January 1, 2025.

Commented [SGM203]: Errata Correction.

Sec. 12-4. Periodic Review of the Charter.

Within ten (10) years of the final report of the 2014 Charter Revision Commission and within every ten (10) years of each Final Charter Revision Report thereafter, the Board of Aldermen shall appoint a Charter Revision Commission, pursuant to Chapter 99 of the General Statutes or the then-comparable provisions. Nothing in this section limits the right of the Board of Aldermen to appoint one or more Charter Revision Commissions other than the Commission required by this section[360].

Commented [SGM204]: Action Item #16 – Approved (051624)

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ENDNOTES

[1] **General Historical Note:**

This version of the Charter was approved by the Board of Aldermen on August 27, 2002, and by the electors of the City of Waterbury on November 5, 2002. The 2002 Charter Revision Commission was comprised of the following members: Paul K. Pernerewski, Jr., Chair; Dennis Odle, Vice Chair; George F. Flaherty, Sr.; Adrienne M. Parkmond; Laurie Singer Russo; Melissa A. Scozzafava; Matthew A. Sivilla; Patrick F. Vance; Larry J. Zollo and Aldermanic Representatives Nicholas Parillo and William J. Pizzuto. Attorneys Steven G. Mednick and Dennis M. Buckley served as Special Counsel and Consultant, respectively.

This version replaces the historic Charter that was derived from the 1931 Special Act No. 499 of the State Legislature, which was in effect a new Charter for the City. Special Act No. 499 contained a number of temporary or limited provisions which were designed to cover the transition from the prior Charter to the revised Charter of 1931. Because these temporary (or limited) provisions related primarily to conditions that existed in 1931, they are principally of historical interest today. Some of these sections are set forth in Appendix II of the historic Charter.

Since the inception of the Home Rule Act in 1957, the mechanism for the adoption of amendments to a Charter is the Charter Revision process of the Home Rule Act. The first Home Rule Act Charter Revision of the Waterbury Charter was the November 6, 1962, Revision adopting the Civil Service provisions of the Charter, Chapter 2, §§201 *et seq*.

Please be advised that the historic endnotes have been condensed to provide the reader with a roadmap to the historical antecedents to the new Charter. Most of the references are to the Special Acts. However, you will note reference to the adoption of provisions by referendum in the post 1957 era. Over the years the Charter has been recodified as follows: 1931 by the Waterbury Evening Democrat; 1946 by an internal compilation of the City; 1957 by Michie City Publications Company or Equity House Fellows of the Law from Oxford New Hampshire; 1967 by The Muncipal Code Corporation; and 1996 by American Legal Publishing. In order to complete a review of Waterbury's Charter you will need to refer to the footnotes and legislative histories of the earlier documents.

Comment of the 2004 Charter Revision Commission. An effort to amend the 2002 Charter was approved by the Board of Aldermen on May 3, 2004. The electors of the City of Waterbury on November 2, 2004 approved the following two questions amending the Charter: (A) Question #3 which was adopted by a vote of 8,934-8,489, which reads as follows: "Shall the Charter be revised to set the salaries for the Mayor and Charter Officers with raises subject to rejection by the Aldermen?" This amendment is set forth in Part D of Chapter 2 of the Charter §§2D-1 through 2D-4. Please note that this revision results in a modification of §3A-2(f)(5) in order to accommodate the changes. (B) Question #7 which was adopted by a vote of 8,483-8,457, which reads as follows: "Shall the Charter be revised to require the Aldermen to establish standards for negotiation and implementation of Inter-local Agreements?" This amendment is set forth in Part D of Chapter 3 of the Charter §3D-1.

In addition to the items approved at the referendum on November 2, 2004 there are additional amendments reflected in the certified copies of the Charter which either emanate from intervening Aldermanic action pursuant to Special Act or by virtue of so-called sunset provisions contained in the Charter amendment approved by November 5, 2002.

First of all, the endnotes pertinent to the following Commissions were all modified to reflect adoption of ordinances replacing the historic Charter enabling language:

Effected Board or Commission	Endnote Effected	Replacement Ordinance
Board of Commissioners of Public Health	#125	§31.050
Board of Park Commissioners	#128	§31.200
City Plan Commission	#136	§31.300
Board of Police Commissioners	#144	§31.100
Board of Fire Commissioners	#148	§31.150
Zoning Commission	#151	§31.310
Board of Assessment Appeals	#153	§31.500
Board of Commissioners of Public Works	#155	§31.240

This action was authorized by the Charter approved on November 5, 2002.

Second, the provisions pertaining to the Waterbury Parking Authority were repealed by the Board of Aldermen on July 14, 2003 in accordance with the provisions of Public Act 03-256. This Charter amendment reflects the permitted legislative repeal.

Finally, Chapter 12 entitled "Special Act and Other Historic Charter Provision Subject to Sunset by Ordinance as Authorized by this Charter" was repealed, as permitted by the Charter adopted on November 5, 2002. The civil service (Part A), conflicts of interest and ethics (Part B) and pension and retirement provisions (Part C) were replaced by the following provisions: (A) Chapter 40 of the Code of Ordinances entitled "Ethics and Conflicts of Interest" adopted on August 11, 2003; (B) Chapter 37 of the Code of Ordinances entitled " Human Resources, Merit Selection and Civil Service" adopted on December 22, 2003; and, (C) Chapter 35 of the Code of Ordinances entitled "The Pension and Retirement System" Part I adopted on April 7, 2003 and Part II adopted on November 10, 2003. The current provisions are the applicable administrative provisions that previously appeared in Chapter 13.

The 2004 Charter Revision Commission was comprised of the the following members: Antony A. Casagrande, Chair; Dennis Odle, Vice Chair; John Egan; George F. Flaherty, Sr.; Robert Keating; Robert Lyons; Brian Mays; Carol Moriarty; Adrienne Parkmond; Matthew A. Sivilla; Charles Stango; and Aldermanic Representatives Paul K. Pernerewski and Francis J. Caiazzo, Jr. Attorneys Steven G. Mednick and Dennis M. Buckley served as Special Counsel and Consultant, respectively.

Comment of the 2010 Charter Revision Commission. The 2010 Charter Revision Commission was comprised of the following members: Steve Lacconne, Chair; Christian D'Orso, Vice Chair; Nancy DiLorenzo; Dave Clay; Richard Natale; Richard Labrecque; Jason Van Stone; Bryan Baker; Joseph Fitzparick; and Aldermanic Representatives Francis J. Ciaizzo, Jr., Frank A. Burgio, Sr., and Ernest M. Brunelli. Attorney Joseph B. Summa served as Special Counsel.

Comment of the 2014 Charter Revision Commission. An effort to further amend the Charter as amended on November 2, 2010 was approved by the Board of Aldermen on September 3, 2014. The electors of the City of Waterbury on November 4, 2014 approved the following three questions amending the Charter: (A) Question #2 which was adopted by a vote of 8,753-8,263, which reads as follows: "Shall the Charter be revised to provide for four year terms of office for the Mayor, the Town Clerk and the Registrar of Voters?" This amendment is set forth in Part B of Chapter 2 of the Charter §§2B-2(a) and 2B-2(b). (B) Question #3 which was adopted by a vote of 9,366-7,287, which reads as follows: "Shall the Charter be revised to provide that three Aldermen shall be elected from each of five equally populated districts rather than the current manner of electing fifteen Aldermen at large (citywide)?" This amendment is set forth in Part A of Chapter 3 of the Charter §3A-1 and Part B of Chapter 2 of the Charter §2B-2(c). Please note that this revision neccesitated changing the supermajority language from ten (10) to eleven (11) in Charter

§§2D-1(c), 3A-2(c) through 3A2(e), 3B-4(c), 4-10, 6B-3 and 6B-4, 6C-4(f), 7A-4, 9D-1(b), 10A-2(b), 11A-2(b), 11A-7, 11F-2 and 11F-5 in order to accommodate the changes. (C) Question #4 which was adopted by a vote of 11,033-5,020, which reads as follows: "Shall the Charter be revised to require the Board of Aldermen to appoint a new Charter Revision Commission within 10 years of the previous Charter Revision Commission's Final Report.?" This amendment is set forth in Chapter 12 of the Charter §12-4.

The 2014 Charter Revision Commission was comprised of the following members: Sean Mosley, Chair; Geoffrey Green, Vice Chair; Jami Dohoney; Christian D'Orso; Richard Natale; William Kolo; Richard LaBrecque; Norberto Rodriguez, Jr.; and Thomas P. Van Stone, Jr. Attorneys Joseph B. Summa and Kara J. Summa served as Special Counsel.

Comment of the 2024 Charter Revision Commission. This 2024 version of the Charter has been prepared by the 2024 Charter Revision Commision for transmittal to the Board of Aldermen on May 31, 2024. The memebrs of the Commission are Stephanie Cummings, Chair, Joyce Petteway, Vice Chair; Bryabn Baker; Desira Blanchard; Isaias Diaz; Trayvonn Diaz; Paul Kondash; Margaret O'Leary; and, Aharon Weisenfeld. Attorney Steven G. Mednick, served as Special Counsel and Angela Juliani was the Corporation Counsel.

[2] **Comment of the 2002 Charter Revision Commission.** Recodification of §101 of the historic Charter (unless otherwise noted, all references are to provisions of the historic Charter), which is derived from 1931 Sp. No. 499, §1.

[3] **Comment of the 2002 Charter Revision Commission.** Recodification of §102, which is derived from 1931 Sp. No. 499, §2.

[4] **Comment of the 2002 Charter Revision Commission.** Recodification of §103, which is derived from 1931 Sp. No. 499, §3.

[5] **Comment of the 2002 Charter Revision Commission.** Recodification of §104, which is derived from 1931 Sp. No. 499, §4 .

[6] **Comment of the 2024 Charter Revision Commission.** New.

[7] **Comment of the 2024 Charter Revision Commission.** New.

[8] **Comment of the 2024 Charter Revision Commission.** New.

[9] **Comment of the 2024 Charter Revision Commission.** New.

[10] **Comment of the 2024 Charter Revision Commission.** New .

[11] Required by C.G.S. §7-193(a)(1)(C).

[12] **Comment of the 2024 Charter Revision Commission.** New (2024) . At the time of the adoption of the Charter the term "elector" is defined in C.G.S. §9-1(e) as follows: "'Elector' means any person possessing the qualifications prescribed by the Constitution and duly admitted to, and entitled to exercise, the privileges of an elector in a town". In the common parlance an "elector" may the equivalent to a "registered voter."

[13] **Comment of the 2024 Charter Revision Commission.** NEW.

[14] Required by C.G.S. § 7-193(a)(2)(C).

[15] **Comment of the 2024 Charter Revision Commission.** NEW.

[16] **Comment of the 2024 Charter Revision Commission.** NEW.

[17] **Comment of the 2024 Charter Revision Commission.** NEW.

[18] **Comment of the 2024 Charter Revision Commission.** NEW.

[19] Cross-reference: Taxes, see §§ 32.15 through 32.18 of the Code of Ordinances ("Code") of the City of Waterbury.

[20] **Comment of the 2002 Charter Revision Commission.** Recodification of §3501, which is derived from 1931 Sp. No. 499, §6; 1937 Sp. No. 313, §1; 1941 Sp. No. 382, §1. School Districts: 1931 Sp. No. 499, §§8-11 contained provisions dealing with school districts; the consolidation of school dtstricts, taxes for current expenses of abolished school districts, and transfer to the City of funds of abolished school districts. All these provisions were repealed by 1941 Sp. No. 382, §42.

[21] **Comment of the 2002 Charter Revision Commission.** Recodification of §3551, which is derived from 1949 Sp. No. 349, §1.
[22] **Comment of the 2024 Charter Revision Commission**. Modified to clarify the jopint funciton of th Mayor and the Board of Aldermen. **Comment of the 2002 Charter Revision Commission.** Recodification of §3552, which is derived from 1931 Sp. No. 499, §129; 1941 Sp. No. 382, §22.
[23] **Comment of the 2002 Charter Revision Commission.** Recodification of §3561, which is derived from 1931 Sp. No. 499, §134; Ref. 11-5-74, No. 5.
[24] **Comment of the 2002 Charter Revision Commission.** Recodification of §3562, which is derived from 1931 Sp. No. 499, §135; 1937 Sp. No. 427; 1939 Sp. No. 594, §71; 1963 Sp. No. 79.
[25] **Comment of the 2002 Charter Revision Commission.** Recodification of §3563, which is derived from 1947 Sp. No. 207, §1.
[26] **Comment of the 2002 Charter Revision Commission.** §141, which is derived from 1931 Sp. No. 499, § 57; Ref. 11-4-97, No. 2, is repealed. *Historical Note on "Home Rule"*: The Home Rule Act, §§7-187 *et seq*. of the General Statutes, (the pertinent provisions are set out in Appendix I of the historic Charter), provides a complete procedure for the enactment of Charter Amendments, subsequent to the July 15, 1959 date prescribed in §7-192 (of the 1957 Home Rule Act). §7-194 of the General Statutes [originally enacted as §8 of the 1957 Public Act No. 465 (the original Home Rule Act)] enumerated 57 specific powers which were granted to a Charter Revision Commission to amend, or adopt, a Charter for a municipality. (§7-194, as it existed in 1995, and as set forth in Appendix I of the historic Charter, states in a very broad, general fashion the parameters of powers which may be granted to a municipality in its Charter. 1981 Public Act No. 219, §2, eliminated from the Home Rule Act the specific enumeration of the 57 powers which, per the original 1957 Home Rule Act, may be granted a municipality by its Charter.) Because the 1957 Home Rule Act did not contain a specific power granting a Charter Revision Commission the power to adopt a Civil Service system, there was controversy in Waterbury in 1962 and 1963 as to the legitimacy of the authority of the 1962 Charter Revision Commission to enact the Civil Service Amendment, Charter 2, §§201 *et seq*., of the Charter. In *State vs. Reidy*, 152 Conn. 419, 209 A.2d 674 (1965), the Connecticut Supreme Court construed the 1957 Home Rule Act to mean that the powers enumerated therein were in addition to existing Charter powers and affirmed the unpublished opinion No. 28752, Superior Court of New Haven County at Waterbury by Thim, J. indicating that §141 of the Charter granted the Waterbury Charter Revision Commission the substantive power to enact the Civil Service Amendment to the Charter. The opinion of Judge Thim was affirmed in the said *State vs. Reidy* case. See also *Sloane et al vs. City et al*, 150 Conn. 24, 183 A.2d 837 (1962).
[27] **Comment of the 2002 Charter Revision Commission.** Recodification of §142, which is derived from 1939 Sp. No. 594, § 66; 1953 Sp. No. 284; Ref. 11-6-73, No. 9.
[28] **Comment of the 2002 Charter Revision Commission.** Recodification of §152, which is derived from 1981 Sp. No. 499, §301; 1939 Sp. No. 594, §65.
[29] **Comment of the 2002 Charter Revision Commission.** Deletion of §153 entitled "Employee residence requirements", which is derived from Ref. 11-2-76, No. 6; Ref. 11-8-83, No. 1; Ref. 11-3-87, No. 4. This provision was actually repealed in 1988.
[30] **Comment of the 2024 Charter Revision Commission.** Minor modification to comply with the General Statutes. **Comment of the 2002 Charter Revision Commission.** Recodification of §151, which is derived from 1931 Sp. No. 499, §159.
[31] **Comment of the 2002 Charter Revision Commission.** Recodification of §1931, which is derived from 1931 Sp. No. 499, §155; §52-7 of the General Statutes; Ref. of 11-8-83, No. 2.
[32] **Comment of the 2002 Charter Revision Commission.** Recodification of §1932, which is derived from 1931 Sp. No. 499, §154.
[33] **Comment of the 2002 Charter Revision Commission.** Recodification of §1933, which is derived from 1931 Sp. No. 499, §302.
[34] **Comment of the 2002 Charter Revision Commission.** Recodification of §3361, which is derived from 1931 Sp. No. 499, §215; Ref. 11-6-73, No. 9; Ref. 11-4-75, No. 2.

[35] **Comment of the 2024 Charter Revision Commission**. Modification of the Sec. 2A-2 by repealing the reference to (1) the City Clerk; (2) the Town Clerk [**Comment of the 2002 Charter Revision Commission.** Replaces the bond provisions of §3571], Corporation Counsel, Director of the Budget, Constables and Purchasing Agent, all derived from §3571; (3) the City Sheriff derived from §3302, which was derived from 1931 Sp. No. 499, §160; (3) adding the Treasury Manager, Tax Collector and Deputy Tax Collector and language that would cover unmade officials or replacement officials in equivalent positions. **Comment of the 2002 Charter Revision Commission.** Modification of §§123 and 3571. §123 was derived from 1931 Sp. No. 499, § 22; 1939 Sp. No. 594, §2; 1941 Sp. No. 382, §4. §3571 was derived from 1931 Sp. No. 499, §149; 1939 Sp. No. 594, §50; 1941 Sp. No. 382, §24.

[36] **Comment of the 2024 Charter Revision Commission**. Repeal of the second paragraph of Sec. 2A-2. **Comment of the 2002 Charter Revision Commission.** Recodification of §3571, which is derived from 1931 Sp. No. 499, §149; 1939 Sp. No. 594, §50; 1941 Sp. No. 382, §24.

[37] **Comment of the 2002 Charter Revision Commission.** Recodification of §124, which is derived from 1931 Sp. No. 499, §23; 1939 Sp. No. 594, §3.

[38] **Comment of the 2002 Charter Revision Commission.** §§1101, 1102, 1105, 1107 and 1108 were repealed by referendum of 11-5-68, Question 9. The editor recommends the reader to the following areas governed by the General Statutes of the State of Connecticut: Absentee voting; Corrupt practices; Election canvass and returns; Election contests; Elections in general; Methods of voting; Nominations and political parties; Prohibited acts and penalties; Qualifications and admissions of electors; and Referenda.

[39] **Comment of the 2002 Charter Revision Commission.** Recodification of §1103, which is derived from 1931 Sp. No. 499, §14; 1939 Sp. No. 594, §1. The 2002 Charter also formally deleted §3731, which is derived from 1931 Sp. No. 499, §168; Ref. 11-4-69, No. 5; Ref. 11-3-98, No. 4.

[40] **Comment of the 2002 Charter Revision Commission.** §1104a, which is derived from 1935 Sp. No. 420, §§1-5, is repealed.

[41] **Comment of the 2002 Charter Revision Commission.** Recodification of §1131, which is derived from 1931 Sp. No. 499, §19; 1941 Sp. No. 382, §2; Ref. 11-8-66, No. 3; 1967 Sp. No. 161, §§1 to 3; Ref. 11-5-68, No. 2; Ref. 11-4-69, Nos. 1, 5; Ref. 11-6-73, No. 9; Ref. 11-4-75, No. 2; Ref. 11-4-97, No. 2. The positions of Tax Collector and Treasurer will no longer be elective. As of the effective date set forth in the Charter the functions will be filled by other officials or employees of the City.

[42] **Comment of the 2002 Charter Revision Commission.** Modification of §121, which is derived from 1931 Sp. No. 499, §20; 1941 Sp. No. 382, §3.

[43] **Comment of the 2002 Charter Revision Commission.** Recodification of §122, which is derived from 1931 Sp. No. 499, § 21.

[44] **Comment of the 2024 Charter Revision Commission.** The Charter will require the Mayor to appoint replacement elective officers within sixty days of the Vacancy. The Mayor is required to determine Elector and resiency compiance prior to the appointment by inquiring of the Registrars of Voters. **Comment of the 2002 Charter Revision Commission.** Recodification of §2151, which is derived from 1931 Sp. No. 499, §25; 1939 Sp. No. 594, §67.

[45] **Comment of the 2002 Charter Revision Commission.** Recodification of §1104, which is derived from 1931 Sp. No. 499, §169; Ref. 11-4-69, No. 5.

[46] **Comment of the 2002 Charter Revision Commission.** Recodification of §1106, which is derived from 1955 Sp. No. 53.

[47] **Comment of the 2002 Charter Revision Commission.** Recodification of §1109, which is derived from 1931 Sp. No. 499, §18.

[48] *Editor's 2004 Note*. §§162-171 of the pre-2002 Revised Charter have been repealed in accordance with the sunset requirements of the 2002 Charter approved by the voters on November 5, 2002.

[49] **Comment of the 2004 Charter Revision Commission.** Recodification and modification of §3A-2(f)(5).

[50] **Comment of the 2004 Charter Revision Commission.** Revision of § 3A-2(f)(5)(i).

[51] **Comment of the 2004 Charter Revision Commission.** In the case of a four year term, if the COLA for years 1-4 are 2%, 3%, 1.5% and 2.3%, respectively, the Term Increment would be 8.8%. For a two year term, the Term Increment would be 5% (for one term) and 3.8% (for the second term).

[52] **Comment of the 2004 Charter Revision Commission.** Recodification of § 3A-2(f)(5)(ii).

[53] **Comment of the 2004 Charter Revision Commission.** Revision of § 3A-2(f)(5)(iii).

[54] **Comment of the 2002 Charter Revision Commission.** Modification of §301, which is derived from 1931 Sp. No. 499, §32.

[55] **Comment of the 2002 Charter Revision Commission.** Recodification of §302, which is derived from 1931 Sp. No. 499, §42.

[56] **Comment of the 2002 Charter Revision Commission.** Recodification of §303, which is derived from 1931 Sp. No. 499, §43. *Historical Editor's Note:* The General Statutes provide for the authority of a Connecticut attorney (Commissioner of the Superior Court) to sign a subpoena and for the suggested form of a subpoena.

[57] **Comment of the 2002 Charter Revision Commission.** Modification of §304, which is derived from 1931 Sp. No. 499, §44, first paragraph.

[58] **Comment of the 2002 Charter Revision Commission.** Subsections (a) and (b) are a modification of §305, which is derived from 1931 Sp. No. 499, §44, I, A. Subsection (c) is derived from §305.

[59] **Comment of the 2002 Charter Revision Commission.** Subsections (1)-(7) constitute a **r**ecodification of §307, which is derived from 1931 Sp. No. 499, §44, I, C; 1941 Sp. No. 382, §7; Ref. 11-8-66, No. 7; Ref. 11-7-72, No. 5; Ref. 11-8-77, No. 3; Ref. 11-6-79; Ref. 11-6-84, No. 5.

[60] **Comment of the 2002 Charter Revision Commission.** Subsections (2)-(5) are restatements of §306(a), (d), (e) and (f), which are derived from 1931 Sp. No. 499, §44, I, B. §306(b) and (c) are deleted because the state occupies the field in the regulation of elections.

[61] **Comment of the 2004 Charter Revision Commission.** Recodification of current §3A-2(f)(5)(ii) and (iii) to accommodate revisions now contained in Part D of Chapter 2, as approved by referendum of November 2, 2004. §§3A-2(f)(5) and (6) replaced §126, under the 2002 Charter Revision, which, in turn, was derived from 1931 Sp. No. 499, §27; 1939 Sp. No. 594, §4; 1941 Sp. No. 382, §6; 1945 Sp. No. 336, §2; 1945 Sp. No. 382, §2; 1946 Sp. No. 1; Ref. of 11-8-66, No. 8; Ref. of 11-7-72, No. 1; Ref. 11-6-73, No. 2; Ref. 11-3-87, No. 3. *Historical Editor's Note (f/k/a "Reference in text"):* The General Statutes prescribe the mechanism by which a municipality may fix the compensation of its officials and employees, subject to the approval of its budget authority. The statute further provides that its provisions shall be applicable to any municipality, notwithstanding any provision of any Special Act to the contrary.

[62] **Comment of the 2002 Charter Revision Commission.** Recodification of §127, which is derived from 1931 Sp. No. 499, §94.

[63] **Comment of the 2002 Charter Revision Commission.** Modification of §309, which is derived from 1931 Sp. No. 499, §44 I, E; 1941 Sp. No. 382, §8.

[64] **Comment of the 2002 Charter Revision Commission.** Modification of §311(a)-(i), which are derived from 1931 Sp. No. 499, §44, I, G. Retains §311(j).

[65] **Comment of the 2002 Charter Revision Commission.** Modification of §313, which is derived from 1931 Sp. No. 499, §44, I, I.

[66] **Comment of the 2002 Charter Revision Commission.** Modification of §314, which is derived from 1931 Sp. No. 499, §44, II, with the exception of §314(c), (d) and (e), which is now set forth in §3A-2(h)(2)(i)-(iii) .

[67] **Comment of the 2002 Charter Revision Commission.** Modification of §307(i), which is derived from 1931 Sp. No. 499, §44, I, C; 1941 Sp. No. 382, §7; Ref. 11-8-66, No. 7; Ref. 11-7-72, No. 5; Ref. 11-8-77, No. 3; Ref. 11-6-79; Ref. 11-6-84, No. 5 and §1512, which is derived from 1953 Sp. No. 498, § 1; Ref. 11-8-66, No. 7; Ref. 11-4-75, No. 1.

[68] Comment of the 2024 Charter Revision Commission. Minor edit and clarification.

[69] **Comment of the 2002 Charter Revision Commission.** Recodification of §310, which is derived from 1931 Sp. No. 499, §44, I, F.

[70] **Comment of the 2002 Charter Revision Commission.** Recodification of §331, which is derived from 1931 Sp. No. 499, §33; 1947 Sp. No. 108, §1; Ref. 11-8-66, No. 5.

[71] **Comment of the 2002 Charter Revision Commission.** Recodification of §331a, which is derived from Ref. 11-6-90, No. 2.

[72] **Comment of the 2002 Charter Revision Commission.** Recodification of §332, which is derived from 1931 Sp. No. 499, §34.

[73] **Comment of the 2024 Charter Revision Commission.** Subsection (c) is revised to align with the definition of "vacancy." **Comment of the 2002 Charter Revision Commission.** Recodification of §333, which is derived from 1931 Sp. No. 499, § 35; 1939 Sp. No. 594, §9. Further note that §334 was repealed by referendum of 11-6-73, Question 10.

[74] "Inability" is in current Sec. 2B-4.

[75] "Disability" is in current Sec. 2B-4.

[76] **Comment of the 2002 Charter Revision Commission.** Recodification of §335, which is derived from 1931 Sp. No. 499, §37.

[77] **Comment of the 2002 Charter Revision Commission.** Recodification of §336, which is derived from 1931 Sp. No. 499, §38.

[78] **Comment of the 2002 Charter Revision Commission.** Modification of §337, which is derived from 1931 Sp. No. 499, §39.

[79] **Comment of the 2002 Charter Revision Commission.** Recodification of §338, which is derived from 1931 Sp. No. 499, §40; Ref. 11-7-89, No. 1.

[80] **Comment of the 2024 Charter Revision Commission.** Modification to conform with state statutory language: "in a newspaper having a circulation in the City".

[81] **Comment of the 2024 Charter Revision Commission.** Modification to recognize defined term ("Public Hearing") and to conform with state statutory language: "in a newspaper having a circulation in the City". **Comment of the 2002 Charter Revision Commission.** Recodification of §338a, which is derived from Ref. 11-4-80; Ref. 11-7-89, No. 1.

[82] **Comment of the 2002 Charter Revision Commission.** Recodification of §339, which is derived from 1931 Sp. No. 499, §41; 1339 Sp. No. 594, §10. *Historical Editor's Note: Sloane vs. City*, 150 Conn. 24, 183 A2d 839 (1962) holds that Mayor has no veto power over the Board of Aldermen placing Charter amendment on ballot.

[83] **Comment of the 2024 Charter Revision Commission.** Recodification and minor modification of current Sec. 3B-6 (first sentence) by adding a new defined term "Aldermanic Legislative Aciton" and "Ordinance Amendment".

[84] **Comment of the 2024 Charter Revision Commission.** Recodification and minor modification of current Sec. 3B-6 (second sentence) by adding a new defined term "Aldermanic Legislative Action".

[85] **Comment of the 2024 Charter Revision Commission.** Recodification and minor modification of current Sec. 3B-6 (first clause of third sentence).

[86] **Comment of the 2024 Charter Revision Commission.** Recodification and minor modification of current Sec. 3B-6 (second clause clause of third sentence).

[87] **Comment of the 2024 Charter Revision Commission.** Recodification and minor modification of current Sec. 3B-6 (fourth sentence).

[88] **Comment of the 2024 Charter Revision Commission.** Recodification and minor modification of current Sec. 3B-6 (fifth sentence).

[89] **Comment of the 2002 Charter Revision Commission.** These sections were moved from Article 11 entitled "Assessment of Benefits and Damages" of Chapter 31 entitled "Public Works".

[90] **Comment of the 2002 Charter Revision Commission.** Recodification of §3161, which is derived from 1931 Sp. No. 499, §45; Ref. 11-2-71, No. 2; Ref. 11-4-75, No. 4.

[91] **Comment of the 2002 Charter Revision Commission.** Recodification of §3162, which is derived from 1931 Sp. No. 499, § 48; 1941 Sp. No. 382, §10.

[92] **Comment of the 2002 Charter Revision Commission.** Recodification of §3163, which is derived from 1931 Sp. No. 499, §49.

[93] **Comment of the 2002 Charter Revision Commission.** Recodification of §3164, which is derived from 1931 Sp. No. 499, §50.

[94] **Comment of the 2002 Charter Revision Commission.** Recodification of §3165, which is derived from 1931 Sp. No. 499, §51; 1941 Sp. No. 382, §11.

[95] **Comment of the 2004 Charter Revision Commission.** Approved as proposed Part C but modified to Part D since current Part C entitled "Assessment of Benefits and Damages" was not repealed by the voters on November 2, 2004 and, thus, remains intact.

[96] **Comment of the 2002 Charter Revision Commission.** §§4A-1 and 2 are modifications of §2101, which is derived from 1931 Sp. No. 499, § 58; Ref. 11-8-66, No. 2; Ref. 11-2-76, No. 6; Ref. 11-3-98, No. 3. *Historical Editor's Note:* Civil service generally, see §§201 *et seq*. of the historic Charter. In regard to the authority of the Mayor to be the appointing authority for certain three year contract "rule of three", Department Head positions, see §205A of the historic Charter.

[97] **Comment of the 2002 Charter Revision Commission.** Modification of §2103, which is derived from Ref. 11-8-66, No. 2. The Mayor serves as an *ex officio* member, not chair.

[98] **Comment of the 2024 Charter Revision Commmission.** The revision clarifies the commencement of the appointment process by expanding the definition of the word "vacancy."

[99] **Comment of the 2024 Charter Revision Commission.** Restructures and clarifies the current process. It defines the term "Appointment Date" and "Certified List of Nominees". **Comment of the 2010 Charter Revision Commission.** This revision of this section is intended to displace all of the rules in *Booker v. Jarjura*, 120 Conn. App. (2010).

[100] **Comment of the 2024 Charter Revision Commission.** Modification of the first clause of the first sentence of the second paragraph of current Sec. 4-2(b) (1)

[101] **Comment of the 2024 Charter Revision Commission.** Recodificaiton of the first sentence of the first paragraph of current Sec. 4-2(b) (1)

[102] **Comment of the 2024 Charter Revision Commission.** Recodification and minor edits of the second sentence of the first paragraph of current Sec. 4-2(b) (1), including defined term "Restricted Appointments" and "List of Nominees".

[103] **Comment of the 2024 Charter Revision Commission.** Recodification of the third sentence of the first paragraph of current Sec. 4-2(b) (1).

[104] **Comment of the 2024 Charter Revision Commissions** New.

[105] **Comment of the 2024 Charter Revision Commission.** Recodification and minor edits of the second clause of the first sentence of the second paragraph of current Sec. 4-2(b) (1), including utilization of a defined term for clarification.

[106] **Comment of the 2024 Charter Revision Commission.** Recodification of the second sentence of the second paragraph of current Sec. 4-2(b) (1).

[107] **Comment of the 2024 Charter Revision Commission.** Recodification and minor edits of the third sentence of the second paragraph of current Sec. 4-2(b) (1).

[108] **Comment of the 2024 Charter Revision Commission.** Recodification and minor edits of the first sentence of current Sec. 4-2(b) (2).

[109] **Comment of the 2024 Charter Revision Commission.** New transitional sentence.

[110] **Comment of the 2024 Charter Revision Commission.** Recodification and edits of the first clause of the second sentence of current Sec. 4-2(b) (2). The edits address the issue of appointment authority in the first six months of a Mayors first nonconsecutive term of office.

[111] **Comment of the 2024 Charter Revision Commission.** Recodification and minor edits of the second clause of the second sentence of current Sec. 4-2(b) (2).

[112] **Comment of the 2024 Charter Revision Commission.** Recodification and minor edits of the third clause of the second sentence of current Sec. 4-2(b) (2).

[113] **Comment of the 2024 Charter Revision Commission.** Recodification and minor edits of the third sentence of current Sec. 4-2(b) (2).

[114] **Comment of the 2024 Charter Revision Commission.** Recodification and minor edits of the fourth sentence of current Sec. 4-2(b) (2).

[115] **Comment of the 2024 Charter Revision Commission.** Recodification and minor edits of the third paragraph of current Sec. 4-2(b) (1).

[116] **Comment of the 2002 Charter Revision Commission.** Modification of §2102, which is derived from 1931 Sp. No. 499, §60; 1939 Sp. No. 594, §§13 and 14.

[117] **Comment of the 2002 Charter Revision Commission.** Modification of §2103a, which is derived from Ref. 11-4-97, No. 1.

[118] **Comment of the 2024 Charter Revision Commission.** Minor edit to reflect the defined term "vacant" or "vacancy." **Comment of the 2002 Charter Revision Commission.** Recodification of §2131, which is derived from 1931 Sp. No. 499, §24; 1941 Sp. No. 382, §5.

[119] **Comment of the 2002 Charter Revision Commission.** Recodification of §2132, which is derived from 1931 Sp. No. 499, §64; Ref. 11-8-66, No. 6.

[120] **Comment of the 2002 Charter Revision Commission.** Recodification of §2153, which is derived from 1941 Sp. No. 382, §41.

[121] **Comment of the 2002 Charter Revision Commission.** Recodification of §2172, which is derived from 1931 Sp. No. 499, §59; 1939 Sp. No. 594, §12; 1945 Sp. No. 382, §3; Ref. 11-6-73, No. 1; Ref. 11-3-81.

[122] **Comment of the 2002 Charter Revision Commission.** Recodification of §3381, which is derived from 1931 Sp. No. 499, §63.

[123] **Comment of the 2002 Charter Revision Commission**. §3371, which is derived from 1931 Sp. No. 499, §62 is repealed**. As a result of this action the Mayor no longer has authority over the "Waterbury Militia".**

[124] **Comment of the 2010 Charter Revision Commission.** This section is intended to supercede §11A-2(b) and §11A-7.

[125] **Comment of the 2002 Charter Revision Commission.** Recodification of §701, which is derived from 1931 Sp. No. 499, § 163; Ref. 11-6-73, No. 8; Ref. 11-7-89, No. 4.

[126] **Comment of the 2002 Charter Revision Commission.** Recodification of §703, which is derived from 1931 Sp. No. 499, §166.

[127] **Comment of the 2002 Charter Revision Commission.** Recodification of §3751, which is derived from 1931 Sp. No. 499, §167; 1939 Sp. No. 594, §52; 1941 Sp. No. 382, §25.

[128] **Comment of the 2002 Charter Revision Commission.** Transfer of Vital Statistics from §1703 ("Powers and Duties of the Board of Commissioners of Health").

[129] **Comment of the 2002 Charter Revision Commission.** Recodification of §1151, which is derived from 1931 Sp. No. 499, §170.

[130] **Comment of the 2002 Charter Revision Commission.** Recodification of §1152, which is derived from 1951 Sp. No. 497.

[131]**Comment of the 2002 Charter Revision Commission.** Recodification of §1156, which is derived from 1931 Sp. No. 499, §172; 1939 Sp. No. 594, § 53; Ref. 11-5-68, No. 7.
[132] **Comment of the 2002 Charter Revision Commission.** Recodification of §1157, which is derived from 1931 Sp. No. 499, §173; 1939 Sp. No. 594, §54.
[133] **Comment of the 2002 Charter Revision Commission.** Recodification of §3301, which is derived from 1931 Sp. No. 499, §158.
[134] **Comment of the 2002 Charter Revision Commission.** Recodification of §125, which is derived from 1931 Sp. No. 499, §26; Ref. 11-2-71, No. 3.
[135] **Comment of the 2002 Charter Revision Commission.** §1331 of the Charter is repealed. The provision was derived from 1931 Sp. No. 499, §65; 1937 Sp. No. 335; 1939 Sp. No. 594, §15; 1941 Sp. No. 382, §14; Ref. 11-8-66; No. 8; Ref. 11-7-72, No. 2; Ref. 11-2-82; Ref. 11-4-97, No. 2; Ref. 11-3-98, No. 3.
[136] **Comment of the 2024 Charter Revision Commission.** This provision codifies the Commission's view of the plain meaning of the Charter; to wit, members of the Commission should not hold other public office or serve as a political party officer during the term of office.
[137] **Comment of the 2002 Charter Revision Commission.** Modification of §1302, derived from Ref. 11-7-72, No. 1; Ref. 11-8-94, No. 1.
[138] Conflicts of interest, see §§30.20 through 30.22 of the Code.
[139] **Comment of the 2002 Charter Revision Commission.** Replaces §161, which is derived from Ref. 11-6-73, No. 10.
[140] **Comment of the 2024 Charter Revision Commission.** This provision codifies the Commission's view of the plain meaning of the Charter; to wit, members of the Board of Ethics should not hold other public office or serve as a political party officer during the term of office.
[141] **Comment of the 2002 Charter Revision Commission.** Modification of §201, which is derived from Ref. 11-6-62; Ref. 11-8-66; Ref. 11-4-69, No. 3.
[142] **Comment of the 2002 Charter Revision Commission.** Modification of §205, which is derived from Ref. 11-6-62; Ref. 11-8-66; Ref. 11-4-69, No. 3; Ref. 11-7-72, No. 3; Ref. 11-3-81; Ref. 11-7-89, No. 7; Ref. 11-3-92, No. 7; Ref. 11-8-94, No. 1; Ref. 11-4-97, No. 2; Ref. 11-3-98, No. 1.
[143] **Comment of the 2002 Charter Revision Commission.** Recodification of §205(t).
[144] **Comment of the 2002 Charter Revision Commission.** Modification of §204, derived from Ref. 11-6-62; Ref. 11-8-66; Ref. 11-7-72, No. 1.
[145] **Comment of the 2002 Charter Revision Commission.** Modification of §205(h), (i) and (j).
[146] **Comment of the 2002 Charter Revision Commission**. Modification of §205A, derived from Ref. 11-6-79; Ref. 11-3-87, No. 9; Ref. 11-7-89, No. 5; Ref. 11-8-94, No. 1; Ref. 11-4-97, No. 2.
[147] **Comment of the 2024 Charter Revision Commission.** Replace "all examinations" with "All open competitive examinations." **Comment of the 2002 Charter Revision Commission.** Recodification of §205(u).
[148] **Comment of the 2002 Charter Revision Commission.** Modification of §205(c).
[149] **Comment of the 2002 Charter Revision Commission.** Modification of §205(d).
[150] **Comment of the 2002 Charter Revision Commission.** Modification of §205(a) and (b).
[151] **Comment of the 2002 Charter Revision Commission.** Subsections (i) and (ii) are a recodification of §205(k).
[152] **Comment of the 2002 Charter Revision Commission.** Recodification of §205(n).
[153] **Comment of the 2002 Charter Revision Commission.** Recodification of §205(p).
[154] **Comment of the 2002 Charter Revision Commission.** Recodification of §205(q).
[155] **Comment of the 2002 Charter Revision Commission.** Recodification of §205(r).
[156] **Comment of the 2002 Charter Revision Commission.** Recodification of §205(v).
[157] **Comment of the 2002 Charter Revision Commission.** Recodification of §205(l).

[158] **Comment of the 2002 Charter Revision Commission.** Recodification of §205(m).

[159] **Comment of the 2002 Charter Revision Commission.** Recodification of §205(o).

[160] **Comment of the 2024 Charter Revision Commission.** This provision codifies the Commission's view of the plain meaning of the Charter; to wit, members of the Civil Service Commission should not hold other public office or serve as a political party officer during the term of office.

[161] **Comment of the 2002 Charter Revision Commission.** Recodification of §209, derived from Ref. 11-6-62; Ref. 11-8-66.

[162] **Comment of the 2002 Charter Revision Commission regarding the Board of Commissioners of Public Assistance.** §§3901, 3902 and 3904 were repealed. §3903 was repealed by referendum of 11-5-68, Question 5.

[163] **Comment of the 2024 Charter Revision Commission.** Minor edit of Department Head title. **Comment of the 2002 Charter Revision Commission.** Replaces §1701, which is derived from 1931 Sp. No. 499, § 234; 1957 Sp. No. 329; Ref. 11-5-74, No. 6. ***Editor's 2004 Note Regarding the Board of Commissioners of Public Health:*** §6C-1 of the Charter permitted the historical organizational provisions of §1701 to remain in full force and effect until the Board of Aldermen adopted an ordinance effectuating the Board of Commissioners of Public Health as mandated by § 6C-2 of the Charter. Said action was taken by the Board of Aldermen on April 20, 2004; see, §31.050 of the Code of Ordinances.

[164] **Comment of the 2002 Charter Revision Commission.** Replaces §1702, which is derived from 1931 Sp. No. 499, §235; 1949 Sp. No. 508.

[165] **Comment of the 2002 Charter Revision Commission.** §§2505 and 2506, which were derived from 1931 Sp. No. 499, §§298 and 299, are repealed.

[166] **Comment of the 2002 Charter Revision Commission.** Modification of §§2501 and 2502, which were derived from 1931 Sp. No. 499, §§285 and 286; Ref. 11-8-66, No. 1; Ref. 11-3-87, No. 7. ***Editor's 2004 Note Regarding the Board of Park Commissioners:*** §6C-1 of the Charter permitted the historical organizational provisions of §§2501 and 2502 to remain in full force and effect until the Board of Aldermen adopted an ordinance effectuating the Board of Park Commissioners as mandated by §6C-3 of the Charter. Said action was taken by the Board of Aldermen on April 20, 2004; see, §31.200 of the Code of Ordinances.

[167] **Comment of the 2002 Charter Revision Commission.** Recodification of §2503, which is derived from 1931 Sp. No. 499, §300.

[168] **Comment of the 2002 Charter Revision Commission.** Recodification of §2504, which is derived from 1931 Sp. No. 499, §291.

[169] **Comment of the 2002 Charter Revision Commission.** Recodification of §2533, which is derived from 1931 Sp. No. 499, §289.

[170] **Comment of the 2002 Charter Revision Commission.** Recodification of §2551, which is derived from 1931 Sp. No. 499, §292.

[171] **Comment of the 2002 Charter Revision Commission.** Recodification of §2552, which is derived from 1931 Sp. No. 499, §295; Ref. 11-8-66, No. 1.

[172] **Comment of the 2002 Charter Revision Commission.** Recodification of §2553, which is derived from 1931 Sp. No. 499, §296.

[173] **Comment of the 2002 Charter Revision Commission.** Recodification of §2554, which is derived from 1931 Sp. No. 499, §297.

[174] **Comment of the 2002 Charter Revision Commission.** Modification of §2901, which is derived from 1939 Sp. No. 594, §72(a); Ref. 11-5-68, No. 6 and §2902, which is derived from 1939 Sp. No. 594, §72(c); Ref. 11-9-89, No. 3. ***Editor's 2004 Note Regarding the City Plan Commission:*** §6C-1 of the Charter permitted the historical organizational provisions of §§2901 and 2902 to remain in full force and effect until the Board of Aldermen adopted an ordinance effectuating the City Plan Commission as mandated by §6C-4 of the Charter. Said action was taken by the Board of Aldermen on April 20, 2004; see, §31.300 of the Code of Ordinances.

[175] **Comment of the 2002 Charter Revision Commission.** Modification of §2932, which is derived from 1939 Sp. No. 594, §72(i).

[176] **Comment of the 2002 Charter Revision Commission.** Modification of §2903, which is derived from 1939 Sp. No. 594, §72(d).
[177] **Comment of the 2002 Charter Revision Commission.** Modification of §2931, which is derived from 1939 Sp. No. 594, §72 (e).
[178] **Comment of the 2002 Charter Revision Commission.** Recodification of §2933, which is derived from 1939 Sp. No. 594, §72(f).
[179] **Comment of the 2024 Charter Revision Commission.** Minor modificaiton to recognize defined term ("Public Notice"). **Comment of the 2002 Charter Revision Commission.** Recodification of §2934, which is derived from 1939 Sp. No. 594, §72(g).
[180] **Comment of the 2002 Charter Revision Commission.** Recodification of §2935, which is derived from 1939 Sp. No. 594, §72(h).
[181] **Comment of the 2002 Charter Revision Commission.** Recodification of §2936, which is derived from 1939 Sp. No. 594, §72(b). Furthermore, §2951, which is derived from 1939 Sp. No. 594, § 72(j)) (Ref. 11-3-98, No. 2), is repealed.
[182] **Comment of the 2002 Charter Revision Commission.** Modification of §3331, which is derived from 1931 Sp. No. 499, §210; 1939 Sp. No. 594, §58; Ref. 11-4-80; Ref. 11-3-87, No. 5. ***Editor's 2004 Note Regarding the Board of Police Commissioners:*** §6C-1 of the Charter permitted the historical organizational provisions of §3331 to remain in full force and effect until the Board of Aldermen adopted an ordinance effectuating the Board of Police Commissioners as mandated by §6C-5 of the Charter. Said action was taken by the Board of Aldermen on April 20, 2004; see, §31.100 of the Code of Ordinances.
[183] **Comment of the 2002 Charter Revision Commission.** Recodification of §3333, which is derived from 1931 Sp. No. 499, §212.
[184] **Comment of the 2002 Charter Revision Commission.** This provision must be read in conjunction with the civil service provisions of this Charter and the Code of Ordinances as well as applicable collective bargaining agreements.
[185] **Comment of the 2002 Charter Revision Commission.** Recodification of §3335, which is derived from 1931 Sp. No. 499, §214; 1939 Sp. No. 594, §60; 1945 Sp. No. 382, §14; 1965 Sp. No. 149; Ref. 11-6-73, No. 9; Ref. 11-4-75, No. 2.
[186] **Comment of the 2002 Charter Revision Commission.** Replaces §3351, which is derived from 1931 Sp. No. 499, §222; 1939 Sp. No. 594, §62; Ref. 11-4-80; Ref. 11-3-87, No. 6. ***Editor's 2004 Note Regarding the Board of Fire Commissioners:*** §6C-1 of the Charter permitted the historical organizational provisions of §3351 to remain in full force and effect until the Board of Aldermen adopted an ordinance effectuating the Board of Fire Commissioners as mandated by §6C-6 of the Charter. Said action was taken by the Board of Aldermen on April 20, 2004; see, §31.150 of the Code of Ordinances.
[187] **Comment of the 2002 Charter Revision Commission.** Replaces §3353, which is derived from 1931 Sp. No. 499, §224; Ref. 11-4-69, No. 7; §3354 was repealed by referendum of 11-4-69, Question 7.
[188] **Comment of the 2002 Charter Revision Commission.** This provision must be read in conjunction with the civil service provisions of this Charter and the Code of Ordinances as well as applicable collective bargaining agreements.
[189] **Comment of the 2002 Charter Revision Commission.** Modification of §3001, which is derived from Ref. 11-8-66, No. 10. ***Editor's 2004 Note Regarding the Zoning Commission:*** §6C-1 of the Charter permitted the historical organizational provisions of §3001 to remain in full force and effect until the Board of Aldermen adopted an ordinance effectuating the Zoning Commission as mandated by §6C-7 of the Charter. Said action was taken by the Board of Aldermen on April 20, 2004; see, §31.310 of the Code of Ordinances.
[190] Cross-reference: Taxes, see §§32.15 through 32.18 of the Code.
[191] **Comment of the 2002 Charter Revision Commission.** Modification of §3521, which is derived from 1931 Sp. No. 499, §123; Ref. 11-5-68, No. 2; Ref. 11-3-98, No. 5. In addition, §§3521A and 3521B, derived from Ref. 11-5-68, No. 2; Ref. 11-3-98, No. 5, are repealed. ***Editor's 2004 Note Regarding the Board of Assessment Appeals:*** §6C-1 of the Charter permitted the historical organizational provisions of §§3521-3522 to remain in full force and effect until the Board of Aldermen adopted an ordinance effectuating the

Board of Assessment Appeals as mandated by §6C-8 of the Charter. Said action was taken by the Board of Aldermen on April 20, 2004; see, §31.500 of the Code of Ordinances.

[192] **Comment of the 2002 Charter Revision Commission.** Recodification of §3523, which is derived from 1931 Sp. No. 499, §125; 1945 Sp. No. 336, §9; 1953 Sp. No. 310, §3; Ref. 11-673, No. 1; Ref. 11-5-74, No. 5; Ref. 11-3-98, No. 5.

[193] **Comment of the 2002 Charter Revision Commission.** Replaces §§3101, 3102 and 3103, which were derived from 1931 Sp. No. 499, §§239, 240 and 242. ***Editor's 2004 Note Regarding the Board of Commissioners of Public Works:*** §6C-1 of the Charter permitted the historical organizational provisions of §3001 to remain in full force and effect until the Board of Aldermen adopted an ordinance effectuating the Board of Commissioners of Public Works as mandated by §6C-9 of the Charter. Said action was taken by the Board of Aldermen on April 20, 2004; see, §31.240 of the Code of Ordinances.

[194] **Comment of the 2002 Charter Revision Commission.** Establishes the authority to replace §§12D-2 and -3 of the Charter which are slated for sunset upon adoption of the replacement Pension and Retirement Ordinance.

[195] *Editor's 2004 Note*. §6E-2 pertaining to the Parking Authority is repealed. The Authority was repealed on July 14, 2003 by act of the Board of Aldermen, in compliance with state law permitting dissolution of the authority. For historic reference please see the following sections of the prior Charter: (a) §2302, which is derived from 1955 Sp. No. 611, §1; (b) §2301, which is derived from 1955 Sp. No. 611, §2; (c) §2303, which is derived from 1955 Sp. No. 611, §3; Ref. 11-4-75, No. 1; (d) §2304, which is derived from 1955 Sp. No. 611, § 11; Ref. 11-4-97, No. 2; (e) §2305, which is derived from 1955 Sp. No. 611, §16; 1957 Sp. No. 371, §9; (f) §2331, which is derived from 1955 Sp. No. 611, §4; (g) §2332, which is derived from 1955 Sp. No. 611, §5; 1957 Sp. No. 371, §1; (h) §2333, which is derived from 1955 Sp. No. 611, §6; 1957 Sp. No. 371, §2; (I) §2351, which is derived from 1955 Sp. No. 611, §7; 1957 Sp. No. 371, §3; 1979 Sp. No. 79-42§2351, which is derived from 1955 Sp. No. 611, §7; 1957 Sp. No. 371, §3; 1979 Sp. No. 79-42; (j) §2352, which is derived from 1955 Sp. No. 611, §8; 1957 Sp. No. 371, §4; (k) §2353, which is derived from 1955 Sp. No. 611, §15; 1957 Sp. No. 371, §7; (l) §2354, which is derived from 1955 Sp. No. 611, §9; (m) §2355, which is derived from 1955 Sp. No. 611, §10; (n) §2356, which is derived from 1957 Sp. No. 371, §8; (o) §2357, which is derived from 1955 Sp. No. 611, §12; 1957 Sp. No. 371, §5; and (p) §2358, which is derived from 1957 Sp. No. 371, §6.

[196] **Comment of the 2024 Charter Revision Commission.** Modification of provisions pertaining to the Library Fund and reinforcing the role of the Board of Agents as the sole decision-making entity regarding use of the Fund. **Comment of the 2002 Charter Revision Commission.** Recodification of §2001, which is derived from 1931 Sp. No. 499, §275.

[197] **Comment of the 2024 Charter Revision Commission.** Minor modifications. **Comment of the 2002 Charter Revision Commission.** Recodification of §2002, which is derived from 1931 Sp. No. 499, §276.

[198] **Comment of the 2024 Charter Revision Commission.** Modification of the Quorum provisions pertaining to the Board of Agents. **Comment of the 2002 Charter Revision Commission.** Recodification of §2003, which is derived from 1931 Sp. No. 499, §277; Ref. 11-4-69, No. 1; Ref. 11-6-84, No. 4.

[199] **Comment of the 2024 Charter Revision Commission.** The appointment will be made in accordance with the standard appointment provisnions pertaining to Boards and Commission, in particular, the Financial and Audit Review Commission, Civil Service Commission and the Board of Ethics with respect to preluding Board majority comprised of the members of any one political party.. **Comment of the 2002 Charter Revision Commission.** Modification of §1131(c), which is derived from 1931 Sp. No. 499, §19; 1941 Sp. No. 382, §2; Ref. 11-8-66, No. 3; 1967 Sp. No. 161, §§1 to 3; Ref. 11-5-68, No. 2; Ref. 11-4-69, Nos. 1, 5; Ref. 11-6-73, No. 9; Ref. 11-4-75, No. 2; Ref. 11-4-97, No. 2.

[200] **Comment of the 2024 Charter Revision Commisison.** Establishes a new quorum standard replacing that which was set forth in the second clause of the first sentence of §6E-1(c).

[201] **Comment of the 2024 Charter Revision Commisison.** Recodifies the second sentence of §6E-1(c).

[202] **Comment of the 2024 Charter Revision Commisison.** Recodifies the third sentence of §6E-1(c).

[203] **Comment of the 2002 Charter Revision Commission.** Recodification of §2004, which is derived from 1931 Sp. No. 499, §278; 1949 Sp. No. 261.

[204] **Comment of the 2024 Charter Revision Commission.** Director of Finance assumes responsibilities of the Treasurer of the Library. The Board of Agents and Director of Finance shall act in manner consistent with best practices. **Comment of the 2002 Charter Revision Commission.** Recodification of §2005, which is derived from 1931 Sp. No. 499, §279; 1949 Sp. No. 269; Ref. 11-4-69, No. 1.

[205] **Comment of the 2024 Charter Revision Commission.** Repeals current Sec. 6E-1(e)(1) and (2) and (f) of the Charter, which, as to subsection (e)(1) is derived from 1931 Sp. No. 499, §280; 1941 Sp. No. 382, § 29; Ref. 11-6-73, No. 9; as to subsection (e)(2) is derived from 1931 Sp. No. 499, § 281; and as to subsection (f) is derived from which is derived from 1931 Sp. No. 499, §282. **Comment of the 2002 Charter Revision Commission,** as to as to subsection (e) is a recodification of 2005; as to subsection (e)(1) is a recodification of 2006; as to subsection (e)(2) is recodification of 2007' and as to subsection (f) is 2008.

[206] **Comment of the 2024 Charter Revision Commission.** Modification of the current language, including the Director of Finance and other professionals to assist in the development of an investment policy. **Comment of the 2002 Charter Revision Commission.** Recodification of §2009, which is derived from 1931 Sp. No. 499, §283.

[207] **Comment of the 2024 Charter Revision Commission.** Modification of the current language, including the Director of Finance. **Comment of the 2002 Charter Revision Commission.** Recodification of §2010, which is derived from 1931 Sp. No. 499, §284; 1949 Sp. No. 270; Ref. 11-5-96, No. 3.

[208] **Comment of the 2002 Charter Revision Commission.** Modification of §2961, which is derived from 1961 Sp. No. 349.

[209] **Comment of the 2002 Charter Revision Commission.** Modification of §205A, derived from Ref. 11-6-79; Ref. 11-3-87, No. 9; Ref. 11-7-89, No. 5; Ref. 11-8-94, No. 1; Ref. 11-4-97, No. 2.

[210] *Editor's 2004 Note*. With the exception of the City Auditor, appointed by the Financial Audit and Review Commission and the Superintendent of Schools, appointed by the Board of Education.

[211] **Comment of the 2002 Charter Revision Commission.** Recodification of §1355, which is derived from 1931 Sp. No. 499, §105; Ref. 11-4-97, No. 2.

[212] **Comment of the 2002 Charter Revision Commission.** Modification of the final sentence of §205A(a).

[213] **Comment of the 2002 Charter Revision Commission.** Modification of §1901, derived from 1931 Sp. No. 499, §150; Ref. 11-5-68, No. 4.

[214] **Comment of the 2002 Charter Revision Commission.** Modification of §1909, which is derived from 1931 Sp. No. 499, §157.

[215] **Comment of the 2024 Charter Revision Commission.** Elimination of the two-year term to make the position "coterminous" with the Mayor or for the remiander of the term of the Mayor who apointed the Corporation Counsel. **Comment of the 2002 Charter Revision Commission.** Replaces §1902, derived from 1931 Sp. No. 499, §151; Ref. 11-5-68, No. 4.

[216] **Comment of the 2002 Charter Revision Commission.** Replaces §1908, which is derived from 1931 Sp. No. 499, §156; Ref. 11-5-68, No. 4.

[217] **Comment of the 2024 Charter Revision Commission.** Eliminates the strict "elector" requirments and permits perits the Mayor to give a preference to an elector "where practicable". **Comment of the 2002 Charter Revision Commission.** Subsections (c) and (d) modify and replace §1903, which is derived from 1931 Sp. No. 499, §152; 1937 Sp. No. 508; 1939 Sp. No. 594, §51; 1945 Sp. No. 382, §12; Ref. 11-5-68, §4; Ref. 11-7-78.

[218] **Comment of the 2002 Charter Revision Commission.** Replaces §1904, which is derived from 1931 Sp. No. 499, §153; Ref. 11-5-68, No. 4.

[219] **Comment of the 2002 Charter Revision Commission.** Replaces §1910, which is derived from Ref. 11-4-75, No. 3.

[220] **Comment of the 2002 Charter Revision Commission.** Recodification of §1905, derived from 1931 Sp. No. 499, §145.

[221] **Comment of the 2002 Charter Revision Commission.** Recodification of §1906, which is derived from 1931 Sp. No. 499, §146.
[222] **Comment of the 2002 Charter Revision Commission.** Modification of §1351, which is derived from 1931 Sp. No. 499, §101; Ref. 11-4-97, No. 2. Moreover, §1358, which is derived from 1931 Sp. No. 499, §110; 1939 Sp. No. 594, §45; Ref. 11-4-97, No. 2, is repealed.

[223] **Comment of the 2002 Charter Revision Commission.** Replaces §1352, which is derived from 1931 Sp. No. 499, §102.
[224] **Comment of the 2002 Charter Revision Commission.** Replaces §1356, which is derived from 1931 Sp. No. 499, §106.
[225] **Comment of the 2002 Charter Revision Commission.** Recodification of §1353, which is derived from 1931 Sp. No. 499, §103; 1939 Sp. No. 594, §44; Ref. 11-4-97, No. 2.
[226] **Comment of the 2002 Charter Revision Commission.** Recodification of §1354, which is derived from 1931 Sp. No. 499, §104.
[227] **Comment of the 2002 Charter Revision Commission.** Recodification of §1357, which is derived from 1931 Sp. No. 499, §108; Ref. 11-4-97, No. 2.
[228] **Comment of the 2024 Charter Revision Commission.** Estabilshes a $25,000 threshold relating to internal control approvals. **Comment of the 2002 Charter Revision Commission.** Recodification of §1551, which is derived from 1931 Sp. No. 499, §85.
[229] **Comment of the 2002 Charter Revision Commission.** Modification of §§1552 and 1553, which are derived from 1931 Sp. No. 499, §§86 and 87; 1939 Sp. No. 594, §§26 and 27; 1945 Sp. No. 382, §§5 and 6; 1949 Sp. No. 521, §§1 and 2. As to §1553 see also, Ref. 11-8-77, No. 6; Ref. 11-3-81; Ref. 11-5-96, No. 2; Ref. 11-4-97, No. 2.
[230] **Comment of the 2002 Charter Revision Commission.** Modification of §1554 (with the exception of the last sentence), which is derived from 1931 Sp. No. 499, §88; 1939 Sp. No. 594, §30; 1955 Sp. No. 421.
[231] **Comment of the 2024 Charter Revision Commission.** Eliminates references to the posiotn of City Treasurer which was repelased in 2003.
[232] **Comment of the 2024 Charter Revision Commission.** The following language was repealed: "copies of which receipts the Director shall file with the Director of the Budget within twenty-four (24) hours after the deposit is made." **Comment of the 2002 Charter Revision Commission.** Recodification of §1372, which is derived from 1931 Sp. No. 499, §114; 1953 Sp. No. 297; Ref. 11-4-97, No. 2.
[233] **Comment of the 2002 Charter Revision Commission.** Recodification of §1373, which is derived from 1931 Sp. No. 499, §115; 1953 Sp. No. 283; Ref. 11-4-97, No. 2.
[234] **Comment of the 2002 Charter Revision Commission.** Recodification of §2172, which is derived from 1931 Sp. No. 499, §117. Meanwhile, §1374, which is derived from 1931 Sp. No. 499, §116; 1953 Sp. No. 287; Ref. 11-4-97, No. 2 is repealed.
[235] **Comment of the 2024 Charter Revision Commission.** Modification to recognize the eimination of the elected Tax Collector in 2003.
[236] **Comment of the 2002 Charter Revision Commission.** Recodification of §3530, which is derived from Ref. 11-4-75, No. 2.
[237] **Comment of the 2024 Charter Revision Commission.** The foliowing language was repealed: "and, for any failure so to do, he shall be fined not more than Two Hundred ($200.00) Dollars for each offense". **Comment of the 2002 Charter Revision Commission.** Recodification of §3531, which is derived from 1931 Sp. No. 499, §127; 1945 Sp. No. 382, §11; 1951 Sp. No. 496; Ref. 11-5-74, No. 5; Ref. 11-4-75, No. 1; Ref. 11-2-76, No. 5.
[238] **Comment of the 2024 Charter Revision Commission.** Modification to recognize the eimination of the elected Tax Collector in 2003. **Comment of the 2002 Charter Revision Commission.** Recodification of §3532, which is derived from 1931 Sp. No. 499, §128.
[239] **Comment of the 2024 Charter Revision Commission**. The following language was repealed: "If any law or regulation of any Board or Commission requires the payment to the Tax Collector of any money including taxes, water bills and assessments, on a certain day, after which date either a penalty or interest

shall be charged, if such last date shall fall on a Saturday, Sunday or legal holiday, such payment may be made to the Tax Collector on the next business day following such Saturday, Sunday or legal holiday, or may be made by mail provided the post mark on the envelope indicates that the letter was mailed on such next business day, and the Tax Collector may receive such payment without the imposing of a penalty or the collection of interest." **Comment of the 2002 Charter Revision Commission.** Recodification of §3533, which is derived from 1931 Sp. No. 499, §131; 1941 Sp. No. 382, §23; 1965 Sp. No. 152; Ref. 11-2-71, No. 1.

[240] **Comment of the 2002 Charter Revision Commission.** Recodification of §3534, which is derived from 1931 Sp. No. 499, §132.

[241] **Comment of the 2002 Charter Revision Commission.** Recodification of §3535, which is derived from 1931 Sp. No. 499, §133.

[242] **Comment of the 2002 Charter Revision Commission.** Recodification of §3536, which is derived from 1931 Sp. No. 499, §136.

[243] **Comment of the 2002 Charter Revision Commission.** Recodification of §3537, which is derived from 1931 Sp. No. 499, §144.

[244] **Comment of the 2002 Charter Revision Commission.** Recodification of §3538, which is derived from 1931 Sp. No. 499, §137; Ref. 11-4-97, No. 2.

[245] **Comment of the 2002 Charter Revision Commission.** Recodification of §3539, which is derived from 1931 Sp. No. 499, §138; 1939 Sp. No. 594, § 49; Ref. 11-5-74, No. 5; Ref. 11-2-76, No. 5.

[246] **Comment of the 2024 Charter Revision Commission.** Sec. 7C-1(m)(11) – (14) are repealed. **Historical Comments of the 2002 Charter Revision Commission.** (1) As to Sec, 7C-1(m)(11) . Recodification of §3540, which is derived from 1981 Sp. No. 499, §139. (2) As to Sec. 7C-1(m)(12). - Recodification of §3541, which is derived from 1931 Sp. No. 499, §140; (3) As to Sec. 7C-1(m)(13). Recodification of §3542, which is derived from 1931 Sp. No. 499, §14; and, (4) As to Sec. 7C-1(m)(14). Recodification of §3543, which is derived from 1931 Sp. No. 499, §148.

[247] **Comment of the 2002 Charter Revision Commission.** Modification of §1301, which is derived from 1939 Sp. No. 594, §8; Ref. 11-7-72, No. 1.

[248] **Comment of the 2002 Charter Revision Commission.** Modification of §1306, which is derived from 1953 Sp. No. 166; Ref. 118-77, No. 6; Ref. 11-3-92, No. 8.

[249] Cross-reference: Department of Purchases, see §§ 32.30 through 32.43 of the Code.

[250] **Comment of the 2002 Charter Revision Commission.** Replaces §1394, which is derived from 1955 Sp. No. 455, §4; Ref. 11-4-69, No. 6; Ref. 11-8-77, No. 5; Ref. 11-3-92, No.3.

[251] **Comment of the 2002 Charter Revision Commission.** Replaces §1395, which is derived from 1955 Sp. No. 455, §5; Ref. of 11-3-92, No. 4.

[252] **Comment of the 2002 Charter Revision Commission.** Replaces §1562, which is derived from 1931 Sp. No. 499, §90; 1939 Sp. No. 594, §32; Ref. 11-8-77, No. 5.

[253] **Comment of the 2002 Charter Revision Commission.** Replaces §1563, which is derived from 1931 Sp. No. 499, §91; 1939 Sp. No. 594, §33; 1945 Sp. No. 382, §8; Ref. 11-4-69, No. 6; Ref. 11-8-77, No. 5.

[254] **Comment of the 2002 Charter Revision Commission.** Replaces §1561, which is derived from 1931 Sp. No. 499, §89; 1939 Sp. No. 594, §31; 1945 Sp. No. 382, §7; 1961 Sp. No. 395; Ref. 11-4-75, No. 3; Ref. 11-3-92, No. 5; Ref. 11-4-97, No. 2.

[255] **Comment of the 20002 Charter Revision Commission.** Replaces §1396, which is derived from 1955 Sp. No. 455, §6.

[256] **Comment of the 2002 Charter Revision Commission.** The last sentence is taken from §1393, which is derived from 1955 Sp. No. 455, §3.

[257] **Comment of the 2024 Charter Revision Commission.** Minor modificaiton to add the word "written" to the required notice.

[258] **Comment of the 2024 Charter Revision Commission.** Replace the word "appoint" with "employ." **Comment of the 2002 Charter Revision Commission.** Modification of §§1391 and 1392, which were derived from 1955 Sp. No. 455, §§1 and 2.

[259] **Comment of the 2002 Charter Revision Commission.** Modification of §203, which is derived from Ref. 11-6-62; Ref. 11-8-66; Ref. 11-7-72, No. 3; Ref. 11-3-87, No. 9; Ref. 11-7-89, No. 6; Ref. 11-8-94, No. 1.
[260] **Comment of the 2002 Charter Revision Commission.** Modification of §206 of the Charter, which is derived from Ref. 11-6-62; Ref 11-8-66; Ref. 11-4-69, No. 32.

[261] Cross-reference: Taxes, see §§ 32.15 through 32.18 of the Code.
[262] **Comment of the 2002 Charter Revision Commission.** Replaces §3511, which is derived from 1945 Sp. No. 336, §1; Ref. 11-5-68, No. 2.
[263] **Comment of the 2002 Charter Revision Commission.** Replaces §3512, which is derived from 1931 Sp. No. 499, §119; 1945 Sp. No. 336, § 4; 1946 Sp., No. 1, § 5.
[264] **Comment of the 2002 Charter Revision Commission.** Replaces §3513, which is derived from 1931 Sp. No. 499, §120; 1941 Sp. No. 382, §21; 1945 Sp. No. 336, §5; 1947 Sp. No. 331, §§1 and 3; 1953 Sp. No. 310, §1; Ref. 11-6-73, No. 1; Ref. 11-5-74, No. 5.
[265] **Comment of the 2002 Charter Revision Commission.** Replaces §3514, which is derived from 1931 Sp. No. 499, §122; 1937 Sp. No. 64, §10; 1945 Sp. No. 336, §7.
[266] **Comment of the 2002 Charter Revision Commission.** §§3336 and 3337 are deleted.
[267] **Comment of the 2002 Charter Revision Commission.** Modification of §3332, which is derived from 1931 Sp. No. 499, §211; 1937 Sp. No. 277; 1939 Sp. No. 594, §59; 1941 Sp. No. 382, §27; 1945 Sp. No. 382, §13; 1957 Sp. No. 277, §1; 1959 Sp. No. 379, §1; Ref. 11-2-71, No. 4.
[268] **Comment of the 2002 Charter Revision Commission.** Modification of §3334, which is derived from 1931 Sp. No. 499, §213; Ref. 11-4-75, No. 2.
[269] **Comment of the 2002 Charter Revision Commission.** §3355 is deleted.
[270] **Comment of the 2002 Charter Revision Commission. Recodification of** §3352, which is derived from 1951 Sp. No. 448.
[271] Cross-reference: See the General Statutes for provisions relating to Directors of Health and District Departments of Health. Health and sanitation, see Ch. 96 of the Code.
[272] **Comment of the 2002 Charter Revision Commission.** Modification of §1703, which is derived from 1931 Sp. No. 499, §236; 1941 Sp. No. 382, 28; 1949 Sp. No. 268. Please note that the responsibilities of the Registrar of Vital Statistics have been transferred to the Town Clerk.
[273] **Comment of the 2002 Charter Revision Commission.** Recodification of §1704 of the Charter, which is derived from 1931 Sp. No. 499, §237.
[274] **Comment of the 2002 Charter Revision Commission.** Recodification of §1705 of the Charter, which is derived from 1931 Sp. No. 499, §238.
[275] **Comment of the 2002 Charter Revision Commission.** Modification of §501 of the Charter, which is derived from 1931 Sp. No. 499, §262; Ref. 11-6-73, No. 7.
[276]**Comment of the 2002 Charter Revision Commission.** Recodification of §3321 of the Charter, which is derived from 1931 Sp. No. 499, §161; Ref. 11-4-75, No. 2.
[277] **Comment of the 2002 Charter Revision Commission.** Recodification of §3322 of the Charter, which is derived from 1931 Sp. No. 499, §162.
[278] **Comment of the 2002 Charter Revision Commission.** Recodification of §901, which is derived from 1931 Sp. No. 499, § 267. *Historical Editor's Note (f/k/a Center school district abolished):* 1937 Sp. No. 311 abolished the center school district and vested in the City of Waterbury all properties and assets of said district as well as any liability, debt, bond or obligation incurred by said district for school purposes.
[279] **Comment of the 2002 Charter Revision Commission.** Recodification of §904, which is derived from 1931 Sp. No. 499, §270; Ref. 11-14-69, No. 2; Ref. 11-7-72, No. 4.
[280] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (first sentence).
[281] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (second sentence).
[282] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (third sentence).
[283] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (fourth sentence).
[284] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (fifth sentence).

[285] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (sixth sentence).
[286] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (seventh sentence).
[287] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (eighth sentence).
[288] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (ninth sentence).
[289] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (eleventh sentence).
[290] **Comment of the 2024 Charter Revision Commission.** Recodification of §8A-2 (tenth sentence).
[291] **Comment of the 2002 Charter Revision Commission.** Recodification of §902, which is derived from 1931 Sp. No. 499, §268; Ref. 11-8-66, No. 3; Ref. 11-5-68, No. 2; 1969 Sp. No. 126; Ref. 11-4-75, No. 2..
[292] **Comment of the 2024 Charter Revision Commission.** Subsection (a) conforms to the standard estbalished by the General Statutes for the length of the contract for the Superintendent. The revision also expanded the standard for the seleciton to a Rule of 10 during a transition period followed by an Ordinance with a minimum of seven highest scorers to ten or more in accordance with _____. **Comment of the 2002 Charter Revision Commission.** Modification of §903, which is derived from 1931 Sp. No. 499, §269; 1933 Sp. No. 298; 1939 Sp. No. 244; Ref. 11-4-69, No. 2; Ref. 11-6-73; Ref. 11-3-87, No. 8; Ref. 11-8-94, No. 1. The language was duplicative of §§12A-1(c)(7) and 12A-4(b).
[293] **Comment of the 2002 Charter Revision Commission.** The historical reference in §903 of the historic Charter was to **"**Title 10, Chapter 166, §10-151 of the General Statutes"
[294] **Comment of the 2002 Charter Revision Commission.** Recodification of §905(1), which is derived from 1931 Sp. No. 499, § 271; Ref. 11-8-66, No. 3; Ref. 11-4-75, No. 1.
[295] **Comment of the 2002 Charter Revision Commission.** Modification of §905(2), which is derived from 1931 Sp. No. 499, § 271; Ref. 11-8-66, No. 3; Ref. 11-4-75, No. 1.
[296] **Comment of the 2002 Charter Revision Commission.** Recodification of §906, which is derived from 1931 Sp. No. 499, § 272; Ref. 11-4-75, No. 1.
[297] **Comment of the 2002 Charter Revision Commission.** Recodification of §3391, which is derived from 1961 Sp. No. 355.
[298] **Comments of the 2002 Charter Revision Commission.** Replaces §1336, which is derived from 1931 Sp. No. 499, §68; 1939 Sp. No. 594, §18; 1941 Sp. No. 382, §15; 1945 Sp. No. 382, §4; 1963 Sp. No. 245; Ref. 11-6-73, No. 1; Ref. 11-4-75, No. 1; Ref. 11-7-78.
[299] **Comment of the 2002 Charter Commission.** Recodification of §1503, which is derived from 1931 Sp. No. 499, §83.
[300] **Comment of the 2002 Charter Commission**. Modification of §1502, which is derived from 1931 Sp. No. 499, §76; 1939 Sp. No. 594, §22; 191 Sp. No. 382, §17.
[301] **Comment of the 2002 Charter Commission.** Recodification of §1504, which is derived from 1931 Sp. No. 499, §84.
[302] **Comment of the 2002 Charter Commission.** Replaces §2171, which is derived from 1931 Sp. No. 499, §64; Ref. 11-8-66, No. 6; Ref. 11-6-73, No. 1; Ref. 11-4-75, No. 1; Ref. 11-7-78.

[303] **Comment of the 2002 Charter Commission.** Replaces §1337, which is derived from 1931 Sp. No. 499, §69; 1939 Sp. No. 594, §17; 1953 Sp. No. 7, §1; Ref. 11-6-73, No. 1.
[304] **Comment of the 2024 Charter Revision Commission.** Modification for the purpose of establishing apublication requirement equivalent to that for the publicaiotn of Ordinances and in recognition of the defined term ("Public Hearing").
[305] **Comments of the 2002 Charter Commission.** Modification of §1338, which is derived from 1931 Sp. No. 499, §70; 1939 Sp. No. 594, §19; 1953 Sp. No. 7, §2; 1959 Sp. No. 371; Ref. 11-6-73, No. 1; Ref. 11-4-75, No. 1.
[306] **Comment of the 2024 Charter Revision Commission.** The following provision was repealed vbecause one of the organizaitons dos not exist and tyheother doesn't compile data of this nature: "Moreover, the budget shall include comparative data between the cost of major services in the City and other comparable cities in Connecticut utilizing data generated by the Connecticut Policy and Economic Council ("CPEC") or the Connecticut Conference of Municipalities ("CCM"), its successor entities or similar organizations."

[307] **Comment of the 2002 Charter Commission.** This is derived from Article 3, §2 of the Constitution of the State of Connecticut (the date of adjournment in the odd-numbered year is the "first Wednesday after the first Monday in June").
[308] **Comment of the 2002 Charter Commission.** The bond provisions formerly contained in §1501 are now found in §10A-1, below.
[309] **Comment of the 2002 Charter Commission.** Replaces §1508, which is repealed.
[310] **Comments of the 2002 Charter Revision Commission.** Replaces §1507, which is repealed.
[311] **Comment of the 2002 Charter Commission.** Replaces §1506, which is repealed.
[312] **Comment of the 2002 Charter Revision Commission.** Recodification of §1505, which is derived from 1931 Sp. No. 499, §77; 1939 Sp. No. 594, §23.
[313] **Comment of the 2024 Charter Revision Commission.** Replace the "general fund with "the unallocated capital improvement funs, or designated equivalent." **Comment of the 2002 Charter Revision Commission.** Recodification of §1511, which is derived from 1955 Sp. No. 26.
[314] **Comment of the 2024 Charter Revision Commission.** Minor modification and recodification. **Comment of the 2002 Charter Revision Commission.** Replaces former §1501, which is derived from Sp. No. 449, §75; 1961 Sp. No. 333, §1; 1969 Sp. No. 99 §§ 1-8, which is repealed. Also, §§1531 and 1532 were repealed by 1969 Sp. No. 215, §2 and are hereby deleted. Finally, §1533, derived from 1933 Sp. No. 493, §§1 and 2, §1534, derived from 1939 Sp. No. 594, §42; Ref. 11-5-74, No. 5; Ref. 11-4-75, No. 1; Ref. 11-4-97, No. 2, and §1535, derived from 1947 Sp. No. 510, have been repealed.
[315] **Comment of the 2024 Charter Revision Commission.** Minor modification and recodification.
[316] **Comment of the 2024 Charter Revision Commission.** Minor modificaiton to change "shall" to "may."
[317] **Comment of the 2024 Charter Revision Commission.** Minor modificaiton to add the word "written" to the required notice.
[318] **Comment of the 2024 Charter Revision Commission.** Minor modification and recodification. **Comment of the 2002 Charter Revision Commission.** Recodification of §1501(a).
[319] **Comment of the 2024 Charter Revision Commission.** Minor modification and recodification.
[320] **Comment of the 2024 Charter Revision Commission.** Minor modification and recodification.
[321] **Comment of the 2024 Charter Revision Commission.** Minor modification and recodification. **Comment of the 2002 Charter Revision Commission.** Recodification of §1501(c).
[322] **Comment of the 2002 Charter Revision Commission.** Replaces §1530, which is derived from 1969 Sp. No. 215, §1, which is repealed.
[323] **Comment of the 2002 Charter Revision Commission**. §§3111 and 3112 are repealed. The provisions of Article 15 entitled "Other Provisions" of Chapter 31 are set forth in Part A of Chapter 11 of the 2002 Charter.
[324] **Comment of the 2002 Charter Revision Commission.** Recodification of §3113, which is derived from 1931 Sp. No. 499, §246.
[325] **Comment of the 2002 Charter Revision Commission.** Recodification of §3181, which is derived from 1931 Sp. No. 499, §55.
[326] **Comments of the 2002 Charter Revision Commission.** Recodification of §3182, which is derived from (1893 Sp. No. 252).
[327] **Comment of the 2002 Charter Revision Commission.** Recodification of §3183, which is derived from 1909 Sp. 344.
[328] **Comment of the 2002 Charter Revision Commission.** Recodification of §3184, which is derived from 1919 Sp. No. 101.
[329] **Comment of the 2002 Charter Revision Commission.** Recodification of §3185, which is derived from 1931 Sp. No. 494.
[330] **Comment of the 2002 Charter Revision Commission.** Recodification of §3186, which is derived from 1921 Sp. No. 391.
[331] **Comment of the 2002 Charter Revision Commission.** §§3122, 3124, 3125, 3126, 3127, 3129 and 3131 pertaining to "Streets" are repealed. These sections were included in Article 5 of Chapter 31 of the Charter entitled "Public Works".

[332] **Comment of the 2002 Charter Revision Commission.** Recodification of §3121, which is derived from 1931 Sp. No. 499, §248.
[333] **Comment of the 2002 Charter Revision Commission.** Recodification of §3123, which is derived from 1931 Sp. No. 499, §250.
[334] **Comment of the 2002 Charter Revision Commission.** Recodification of §3128, which is derived from 1931 Sp. No. 499, §256; Ref. 11-4-75, No. 2.
[335] **Comment of the 2002 Charter Revision Commission.** Recodification of §3130, which is derived from 1931 Sp. No. 499, § 258.
[336] **Comment of the 2002 Charter Revision Commission.** §§3141, 3142, 3143, 3144 and 3145 pertaining to "Sewers" are repealed. These sections were included in Article 7 of Chapter 31 of the Charter entitled "Sewers". Moreover, §3151 pertaining to the "Collection and Disposal of Garbage" is repealed. The latter section was included in Article 9 of Chapter 31 of the Charter entitled "Garbage". Please note that the sections from Article 11 entitled "Assessment of Benefits and Damages" of Chapter 31 entitled "Public Works" were moved to Part C of Chapter 3 of the 2002 Charter. Finally, §§3171 and 3172 of Article 13 entitled "River Control Commission" were repealed by Question #8 of the referendum of 11-5-68.
[337] **Comment of the 2002 Charter Revision Commission.** Recodification of §3146, which is derived from 1931 Sp. No. 499, § 53; 1941 Sp. No. 382, § 12; 1951 Sp. No. 599; Ref. 11-4-69, No. 4; Ref. 11-2-71, No. 2; Ref. 11-4-75, No. 4.
[338] **Comment of the 2002 Charter Revision Commission.** Recodification of §3146A, which is derived from 1931 Sp. No. 499, §53; 1941 Sp. No. 382, §12; 1951 Sp. No. 599; Ref. 11-4-69, No. 4; Ref. 11-2-71, No. 2; Ref. 11-4-75, No. 4.
[339] **Comment of the 2024 Charter revision Commission.** Modification to conform with state statutory language: "in a newspaper having a circulation in the City"; and, to eliminate the two newspaper requirment.
Comment of the 2002 Charter Revision Commission. Recodification of §3147, which is derived from 1931 Sp. No. 499, §54; 1937 Sp. No. 506; 1939 Sp. No. 206; 1941 Sp. No. 382, §13; Ref. 11-4-69, No. 4.
[340] **Comment of the 2002 Charter Revision Commission.** The Board of Park Commissioners is set forth in §6C-3 of the Charter.
[341] **Comment of the 2002 Charter Revision Commission.** Recodification of §2531, which is derived from 1931 Sp. No. 499, §287.
[342] **Comment of the 2002 Charter Revision Commission.** Recodification of §2532, which is derived from 1931 Sp. No. 499, §288.
[343] **Comment of the 2002 Charter Revision Commission.** Recodification of §2534, which is derived from 1931 Sp. No. 499, §290.
[344] **Comment of the 2002 Charter Revision Commission.** Recodification of §2535, which is derived from 1931 Sp. No. 499, §293.
[345] **Comment of the 2002 Charter Revision Commission.** Recodification of §2536, which is derived from 1931 Sp. No. 499, §294.
[346] **Comment of the 2002 Charter Revision Commission.** Recodification of §128, which is derived from 1957 Sp. No. 286, §1.
[347] **Comment of the 2002 Charter Revision Commission.** The following provisions have been repealed because authority exists pursuant to Title 7 of the General Statutes: §**§1571, 1572, 1576, 1577, 1578, 1586, 1587, 1591 and 1592.** Note: There were no §§1573-1575 in the historic Charter.
[348] **Comment of the 2002 Charter Revision Commission.** Recodification of §1581, which is 1939 Sp. No. 594, §20; 1941 Sp. No. 382, §16.
[349] **Comment of the 2002 Charter Revision Commission.** Recodification of §1582, which is derived from 1951 Sp. No. 409.
[350] **Comment of the 2002 Charter Revision Commission.** Recodification of §1583, which is derived from 1939 Sp. No. 594, §39; 1945 Sp. No. 382, §15.
[351] **Comment of the 2002 Charter Revision Commission.** Recodification of §1584, which is derived from 1945 Sp. No. 382, §16.

[352] **Comment of the 2002 Charter Revision Commission.** Recodification of §1584A, which is derived from 1965 Sp. No. 155, §§1, 2 and 3.
[353] **Comment of the 2002 Charter Revision Commission.** Recodification of §1585, which is derived from 1939 Sp. No. 594, §38.
[354] **Comment of the 2002 Charter Revision Commission.** Recodification of §1588, which is derived from 1939 Sp. No. 594, §1.
[355] **Comment of the 2002 Charter Revision Commission.** Recodification of §1589, which is derived from 1931 Sp. No. 499, §82; 1941 Sp. No 382, §19.
[356] **Comment of the 2002 Charter Revision Commission.** Recodification of §1590, which is derived from 1959 Sp. No. 513.
[357] **Comment of the 2002 Charter Revision Commission.** Recodification of §1590A, which is derived from 1958 Sp. No. 3.
[358] **Comment of the 2002 Charter Revision Commission.** Recodification of §1593, which is derived from 1931 Sp. No. 499, §29; 1939 Sp. No. 594, § 6; Ref. 11-4-97, No. 2.
[359] **Comment of the 2004 Charter Revision Commission.** Chapter 12 of the 2002 recodification was subject to repeal by virtue of a sunset provision contained in the charter as approved by the voters on November 5, 2002. The civil service (Part A), conflicts of interest and ethics (Part B) and pension and retirement provisions (Part C) were replaced by the following provisions: (A) Chapter 40 of the Code of Ordinances entitlted "Ethics and Conflicts of Interest" adopted on August 11, 2003; (B) Chapter 37 of the Code of Ordinances entitled "Human Resources, Merit Selection and Civil Service" adopted on December 22, 2003; and, (C) Chapter 35 of the Code of Ordinances entitled "The Pension and Retirement System" Part I adopted on April 7, 2003 and Part II adopted on November 10, 2003. The current provisions are the applicable administrative provisions that previously appeared in Chapter 13.
[360] **Comment of the 2024 Charter Revision Commission.** The Commisison recommended removal of the following addena to the Charter for the simple reaosn that all bond and funding obligations under set forth under the provisions of the Special Acts have been satisfied: (1) Addendum #1 - Special Act. No. 01-1 (An Act Authorizing the Issuance of Certain Bonds by the City of Waterbury); (2) Addendum # 2 - Special Act. No. 01-2 (An Act Concerning Authorization of Bonds of the State for Capital Improvements and Other Purposes Amending S.A. No 01-1); and, (3) Addendum #3 – Special Act No. 01-2 (§64 of An Act Concerning State Expenditures Amending S.A. No 01-1). Removal is not intended to repeal such provisions of the Special Act that may continue to remain in full force and effect, if any.

LIST YR	AC #	BILL #	NAME AND ADDRESS	AMOUNT	REASON
23mv	29085	50751	Marilyn Adorno 51 Thomas St	$222.56	MV Adjustment
23mv	29079	52999	William Argudo-Coronel 188 41st Keejeville Ave	$136.43	MV Adjustment
23mv	29084	53331	Michael or Kerin Arsenault 289 Chestnut Hill Ave	$33.25	MV Adjustment
23mv	29091	60175	Carpet Plus Inc 24 Falls Ave	$39.18	MV Adjustment
23mv	29081	61928	Joseph or Cynthia Cipriano 91 Decicco Rd	$171.15	MV Adjustment
23mv	29078	75179	Carlos Guerra Gonzalez 22 Charlevoux St	$260.31	MV Adjustment
23mv	29092	69384	Deborah Eason 406 S Rodney St Apt 107	$19.80	MV Adjustment
23mv	29100	100644	Sharon Porter 123 midfield Dr apt 3	$119.61	MV Adjustment
19mv	28958	100565	Hermes Ramos or Jessica Jackson 7 Villa Rd	$27.54	MV Adjustment
23mv	28958	101994	Hermes Ramos or Jessica Jackson 7 Villa Rd	$171.90	MV Adjustment
23mv	29080	104790	Angel Rodriguez 56 Spring Brook Rd Apt #b	$38.79	MV Adjustment
23mv	29083	106960	Charles Russolillo 20 Oakridge Rd	$54.69	MV Adjustment
20f&e	28308	46552	Scrabble Ventures LLC PO Box 22845	$5,981.62	Adjustment
23mv	29082	94820	Tian Sheng NG 119 Taft Pointe Unit 2	$524.78	Excessive Payment
			Total	$7,801.61	

Respectfully submitted,

Frank A Caruso, CCMC
Revenue Collection Manager

FAC/wf